

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Vacant
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
September 5, 2006**

A meeting of the Fayetteville City Council will be held on September 5, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

Alderman Cook brought item forward: Hoskins/Joyce Land Trade. THIS ITEM WAS ADDED TO THE END OF UNFINISHED BUSINESS.

Town Center Annual Report – Willistine Smith

A & P Commission Appointment – Appointment of a member of the governing body to fill Don Marr's vacancy for the Advertising and Promotion Commission. ALDERMAN ROBERT RHOADS WAS APPOINTED.

A. CONSENT:

- 1. Digital Motorcycle Video Systems:** A resolution awarding Bid # 06-47 and approving the purchase of three (3) Digital Motorcycle Recording Systems from Mobile Vision Inc. in the amount of \$43,117.36.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 139-06.

2. **New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of \$107,274.00; and approving budget adjustments in the amounts of \$99,377.00 and \$56,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 140-06.

3. **Department of Homeland Security CEDAP Equipment Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept a Department of Homeland Security CEDAP Equipment Grant for a T3MAX Thermal Imager.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 141-06.

4. **Revolving Loan Fund - Delegation of Signatory Authority:** A resolution delegating signatory authority in connection with State Revolving Loan Fund assistance.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 142-06.

5. **Disadvantaged Business Enterprise (DBE) Program Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program participation goals for FY2007.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 143-06.

6. **Utility Service Company, Inc:** A resolution approving a contract with Utility Service Company, Inc. in the amount of \$89,800.00 for repainting the surge tank on Fitzgerald Mountain; and approving a project contingency in the amount of \$4,490.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 144-06.

7. **ADM 06-2228 East Square Development:** A resolution for ADM 06-2228 approving encroachments into the city's right-of-way for the purpose of constructing a basement on the south side of the East Square Development Project into Mountain Street, as described and depicted in the attached exhibit.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 145-06.

8. **Carter and Burgess, Inc:** A resolution approving a contract with Carter & Burgess, Inc. in the amount of \$175,000.00 for the study phase of the Fayetteville Expressway Development Corridor; and approving a budget adjustment in the amount of \$200,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 146-06.

PUBLIC HEARINGS:

1. **Raze and Removal at 95 Cleburn Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Beacon Flats, LLC located at 95 Cleburn Street in the City of Fayetteville, Arkansas. *This item was Tabled at the July 6, 2006 City Council Meeting to the July 18, 2006 City Council Meeting. This item was Tabled at the July 18, 2006 City Council Meeting to the September 5, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 147-06.

2. **Raze and Removal at 1079 S. Washington Ave:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Globe CEO, LLC and located at 1079 South Washington Avenue in the City of Fayetteville, Arkansas.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-06.

3. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the first reading at the August 15, 2006 City Council Meeting.*

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

4. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the first reading at the August 15, 2006 City Council Meeting.*

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

B. UNFINISHED BUSINESS:

1. **RZN 06-2172 Dunnerstock:** An ordinance rezoning that property described in rezoning petition RZN 06-2172 for approximately 19.98 acres, located west of Ruppel Road, east of Meadowlands Subdivision, from R-A, Residential-Agricultural, RSF-1, Residential Single Family, 1 unit per acre, and C-2 Thoroughfare Commercial to C-1, Neighborhood Commercial, RMF-12, Residential Multi-Family, 12 units per acre, and RSF-7, Residential Single Family, 7 units per acre. *This ordinance was left on the second reading at the August 15, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4915.

2. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the first reading at the August 15, 2006 City Council Meeting.*

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

3. **Tracy Hoskins Land Trade & Sale:** A resolution approving a trade and purchase of land, budget adjustment of \$95,500.00 and banking of approximately 1 1/2 acres for future parkland dedication requirements.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 149-06.

C. NEW BUSINESS:

1. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville.

THIS ITEM WAS TABLED TO THE SEPTEMBER 19, 2006 CITY COUNCIL MEETING.

2. **Disability Insurance and Voluntary Benefit Renewals:** A resolution approving the placement of employee Life and Long Term Disability Insurance coverage with Reliance Standard; Accidental Death and Dismemberment (AD & D) coverage with Ace-USA; and the administration of the Section 125 Cafeteria Plan with Datapath for Plan Year 2007.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 150-06.

3. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres.

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

4. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre.

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

5. **ANX 06-2225 Raymond Smith:** An ordinance confirming the annexation of that property described in annexation petition ANX 06-2225 (CC2005-17), for property located west of 54th Avenue, east of Double Springs Road, north and south of Dot Tipton Road, containing approximately 55.16 acres.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4916.

6. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre.

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

7. **ADM 06-1959 Consolidated Landscape Ordinance:** An ordinance amending Title XV: Unified Development Code, to consolidate Landscaping Requirements into a new Chapter 177: Landscape Regulations; and amending other chapters accordingly.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4917.

8. **ADM 06-2227 Paradise Point:** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1734, Paradise Point, located west of Crossover Road (HWY 265), containing approximately 1.55 acres, more or less, to reflect revised density and land area per dwelling requirements as described and depicted herein.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4918.

9. **Amend Title XV; Comprehensive Land Use Plan References:** An ordinance amending Title XV: Unified Development Code, to remove all references to General Plan 2020.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4919.

10. **Amend Chapter 170: Stormwater Management, Drainage, and Erosion Control:** An ordinance amending Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, to prohibit illicit stormwater discharges, and enact erosion control requirements for single-family and duplex construction.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4920.

11. **Seven Hills Homeless Shelter, Inc. Lease:** A resolution to amend the lease with Seven Hills Homeless Shelter, Inc. to allow assignment of a leasehold interest for a mortgage and to authorize the Mayor to sign a leasehold mortgage.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 151-06.

12. VAC 06-2221 Paradise Point: An ordinance waiving Chapter 171.05 (C) of the Unified Development Code and approving VAC 06-2221 submitted by Kirk Elsass for Paradise Point located on Lots 1 and 2 of Sexton Point Final Plat, vacating 0.30 acre portion of the utility easement located within the subject property.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4921.

D. INFORMATIONAL:

City Council Tour: None

City Offices will be closed September 4, 2006

Meeting adjourned at 11:27 p.m.

Meeting Adjourned 11:27 PM

Subject: Roll Roll					
Motion To:					
Motion By:					
Seconded:					
Rhoads arrived at 6:01 PM	Cook	✓			
	Rhoads	Absent DRC			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody	✓			

Subject:					
Motion To:		Add Hoskins Joyce Item to the end of.	Old Business		
Motion By:		Reynolds			
Seconded:		Ferrell			
Add Cook's Item to end of Old Bus. Business Hoskins/ Joyce Added	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll		A & P Commission Appointment			
Motion To:		Nominate: Robert Rhoads			
Motion By:		Reynolds			
Seconded:		Ferrell			
Robert Rhoads Nominated	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject:		Consent Agenda			
Motion To:		Approve			
Motion By:		Jordan			
Seconded:		Reynolds			
Approved Res. 139-06 to 146-06	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll Raze & Removal 9 S Cleburn Street.					
Motion To:		Approve			
Motion By:		Thiel			
Seconded:		Reynolds			
B.1 <u>passed</u> 147-D6	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Raze & Removal 1079 S Washington Ave.					
Motion To:		Approve			
Motion By:		Reynolds			
Seconded:		Thiel			
B.2 <u>passed</u> 148-D6	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll		Annexation of Island Fay. + Farmington			
Motion To:		2nd Read			
Motion By:		Lucas			
Seconded:		Jordan			
B.3 Left on Second Reading	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject:		Annexation of Island - Fayetteville			
Motion To:		2nd Read			
Motion By:		Lucas			
Seconded:		Jordan			
B.4 Left on Second Reading	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll		RZN 06-2172 Dinnerstock			
Motion To:		3rd Read	Pass		
Motion By:		Jordan	Jordan		
Seconded:		Ferrell	Ferrell		
C. 7 Passed	Cook	✓	✓		
	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Reynolds	✓	✓		
	Thiel	✓	✓		
	Mayor Coody				

Subject:		ADM 06-1955, 06-1956; Amend Title XV Downtown MP			
		Mark Risk (1st Speaker (4))			
Motion To:		2nd Read	Amend - Brenda Thiel (Refer to tape) (3) - Middle End	Amend to Add sentence (Refer to tape 4) (four stories)	
Motion By:		Cook	Thiel	Thiel	
Seconded:		Jordan	Rhoads	Jordan	
C. 2 Left on Second Reading	Cook	✓	N		
	Rhoads	✓	✓		Motion
	Ferrell	✓	✓		was tabled
	Lucas	✓	N		to the next
	Jordan	✓	N		meeting
	Reynolds	✓	N		
	Thiel	✓	✓		
	Mayor Coody		Amendment		
			<u>Failed</u>		

Subject: Roll		Downtown Master Plan			
Motion To:		Table the Amendment			
Motion By:		Thiel			
Seconded:		Jordan			
C.2 Left on Second Reading	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject:		Hoskins/Joyce Land Trade - Added to the Agenda			
Motion To:		Approve Resolution			
Motion By:		Ferrell			
Seconded:		Rhoads			
C.3 Passed 149-06	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll		First Security Bancorp Contract			
Motion To:		Table to the next mtg.			
Motion By:		Rhoads			
Seconded:		Reynolds			
D.1 2 1 Tabled to Sept. 19, 2006 Mtg 1	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	N			
	Thiel	✓			
	Mayor Coody				

10:38 PM

Subject:		Disability Insurance and Voluntary Benefit Renewal			
Motion To:		Approve			
Motion By:		Jordan			
Seconded:		Thiel			
D.2 passed 150-06	Cook	✓			
	Rhoads	Absent DV			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll ANX 06-2183 Lierly Lane					
Motion To:		2nd Read			
Motion By:		Jordan			
Seconded:		Lucas			
D.3 Left on Second Reading	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: R2N 06-2184 Lierly Lane					
Motion To:		2nd Read			
Motion By:		Jordan			
Seconded:		Lucas			
D.4 Left on Second Reading	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

City Council Meeting September 5, 2006

Subject: Roll ANX 06-2225 Raymond Smith					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Lucas	Lucas		
D.S. Passed 4916	Cook	✓	✓	N	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Mayor Coody				

Subject: R2N 06-2181 Life Covenant Church					
Motion To:		2nd Read			
Motion By:		Jordan			
Seconded:		Lucas			
D.6 Left on second Reading	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: Roll ADM 06-1959 Consolidated Landscape Ord					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel ?	Reynolds		
Seconded:		Lucas	Jordan		
D.7 Passed H917	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Mayor Coody				

Subject: ADM 06-2227 Paradise Point					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Reynolds		
Seconded:		Reynolds	Jordan		
D.8 passed H918	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Mayor Coody				

Subject: Roll		Amend Title XIV: Comprehensive Land use Plan			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Cook	Cook		
Seconded:		Thiel	Thiel		
D.9 Passed 4919	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	Absent DV	Absent DV	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Mayor Coody				

Subject:		Amend Chapter 170: Stormwater Mgmt			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel	Reynolds		
Seconded:		Cook	Jordan		
D.10 Passed 4920	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Mayor Coody				

Subject: Roll <u>Seven Hills Homeless Shelter, Inc. Lease</u>					
Motion To:		Pass			
Motion By:		Rhoads			
Seconded:		Jordan			
D.11 <u>Passed</u> 151-06	Cook	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Mayor Coody				

Subject: <u>VAC 06-2221 Paradise Point</u>					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Jordan		
Seconded:		Jordan	Lucas		
D.12 <u>Passed</u> 4921	Cook	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Thiel	✓	✓	✓	
	Mayor Coody				

Agenda Session
8/29/06

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Vacant
Ward 3 Position 1 - Robert K. Rhoads
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Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
September 5, 2006**

A meeting of the Fayetteville City Council will be held on September 5, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

**Progress Report on Classification and Compensation System Project - Phase II
Management Advisory Group. - Agenda Session Only**

Town Center Annual Report - Willistine Smith

A & P Commission Appointment - Appointment of a member of the governing body to fill Don Marr's vacancy for the Advertising and Promotion Commission.

A. CONSENT:

1. ✓ **Approval of the July 17, 2006 Special City Council meeting minutes and the August 15, 2006 City Council meeting minutes.**
2. ✓ **Digital Motorcycle Video Systems:** A resolution awarding Bid # 06-47 and approving the purchase of three (3) Digital Motorcycle Recording Systems from Mobile Vision Inc. in the amount of \$43,117.36.
3. ✓ **New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of \$107,274.00; and approving Budget Adjustments in the amounts of \$99,377.00 and \$56,000.00.

4. **Department of Homeland Security CEDAP Equipment Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept a Department of Homeland Security CEDAP Equipment Grant for a T3MAX Thermal Imager.

5. **Revolving Loan Fund - Delegation of Signatory Authority:** A resolution delegating signatory authority in connection with State Revolving Loan Fund assistance.

Move #1 NB
6. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville.

7. **Disadvantaged Business Enterprise (DBE) Program Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program participation goals for FY2007.

8. **Utility Service Company, Inc:** A resolution approving a contract with Utility Service Company, Inc. in the amount of \$89,800.00 for repainting the surge tank on Fitzgerald Mountain; and approving a project contingency in the amount of \$4,490.00.

B. UNFINISHED BUSINESS:

Move to Public Hearings
1. **Raze and Removal at 95 Cleburn Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Beacon Flats, LLC located at 95 Cleburn Street in the City of Fayetteville, Arkansas. *This item was Tabled at the July 6, 2006 City Council Meeting to the July 18, 2006 City Council Meeting. This item was Tabled at the July 18, 2006 City Council Meeting to the September 5, 2006 City Council Meeting.*

Move to Public Hearings
2. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*

Move to Public Hearings
3. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*

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- Consent
✓ 8. **ADM 06-2228 East Square Development:** A resolution for ADM 06-2228 approving encroachments into the city's right-of-way for the purpose of constructing a basement on the south side of the East Square Development Project into Mountain Street, as described and depicted in the attached exhibit.
- ✓ 9. **Amend Title XV; Comprehensive Land Use Plan References:** An ordinance amending Title XV: Unified Development Code, to remove all references to General Plan 2020.

✓ 10. **Amend Chapter 170: Stormwater Management, Drainage, and Erosion Control:** An ordinance amending Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, to prohibit illicit stormwater discharges, and enact erosion control requirements for single-family and duplex construction.

Consent
11. **Carter and Burgess, Inc:** A resolution approving a contract with Carter & Burgess, Inc. in the amount of \$175,000.00 for the study phase of the Fayetteville Expressway Development Corridor; and approving a Budget Adjustment in the amount of \$200,000.00.

Move to After Consent
(D) **PUBLIC HEARING:**

1. **Raze and Removal at 1079 S. Washington Ave:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Globe CEO, LLC and located at 1079 South Washington Avenue in the City of Fayetteville, Arkansas.

E. INFORMATIONAL:

~~City Council Tour: September 4, 2006 4:30 PM~~

City Offices will be closed September 4, 2006

Routh Park

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Vacant
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
September 5, 2006**

A meeting of the Fayetteville City Council will be held on September 5, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

**Progress Report on Classification and Compensation System Project – Phase II
Management Advisory Group. – Agenda Session Only**

**Downtown Partners – City Council Progress Report – Daniel Hintz, Executive Director,
Downtown Partners. – Agenda Session Only**

County Ambulance Committee Discussion. – Hugh Earnest, Agenda Session Only

Town Center Annual Report – Willistine Smith

**A & P Commission Appointment – Appointment of a member of the governing body to fill
Don Marr's vacancy for the Advertising and Promotion Commission.**

A. CONSENT:

☒ 1. Approval of the July 17, 2006 Special City Council meeting minutes and the August 15, 2006 City Council meeting minutes.

☒ 2. **Digital Motorcycle Video Systems:** A resolution awarding Bid # 06-47 and approving the purchase of three (3) Digital Motorcycle Recording Systems from Mobile Vision Inc. in the amount of \$43,117.36.

- ✓ 3. **New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of \$107,274.00; and approving Budget Adjustments in the amounts of \$99,377.00 and \$56,000.00.
- ✓ 4. **Department of Homeland Security CEDAP Equipment Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept a Department of Homeland Security CEDAP Equipment Grant for a T3MAX Thermal Imager.
- ✓ 5. **Revolving Loan Fund - Delegation of Signatory Authority:** A resolution delegating signatory authority in connection with State Revolving Loan Fund assistance.
- ✓ 6. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville.
- Remove*
✗ 7. **Time Striping Inc:** A resolution approving a contract with Time Striping, Inc. in the amount of \$29,504.70 for Airport Parking Lot Rehabilitation; approving a Project Contingency in the amount of \$2,950.00; and approving a Budget Adjustment in the amount of \$36,000.00.
- ✓ 8. **Disadvantaged Business Enterprise (DBE) Program Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program participation goals for FY2007.
- ✓ 9. **Utility Service Company, Inc:** A resolution approving a contract with Utility Service Company, Inc. in the amount of \$89,800.00 for repainting the surge tank on Fitzgerald Mountain; and approving a project contingency in the amount of \$4,490.00.
- NB #1*
✓ 10. **Disability Insurance and Voluntary Benefit Renewals:** A resolution approving the placement of employee Life and Long Term Disability Insurance coverage with Reliance Standard; Accidental Death and Dismemberment (AD & D) coverage with Ace-USA; and the administration of the Section 125 Cafeteria Plan with Datapath for Plan Year 2007.

B. UNFINISHED BUSINESS:

- ✓ 1. **Raze and Removal at 95 Cleburn Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Beacon Flats, LLC located at 95 Cleburn Street in the City of Fayetteville, Arkansas. *This item was Tabled at the July 6, 2006 City Council Meeting to the July 18, 2006 City Council Meeting. This item was Tabled at the July 18, 2006 City Council Meeting to the September 5, 2006 City Council Meeting.*
- ✓ 2. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*

3. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*
4. **RZN 06-2172 Dunnerstock:** An ordinance rezoning that property described in rezoning petition RZN 06-2172 for approximately 19.98 acres, located west of Ruppel Road, east of Meadowlands Subdivision, from R-A, Residential-Agricultural, RSF-1, Residential Single Family, 1 unit per acre, and C-2 Thoroughfare Commercial to C-1, Neighborhood Commercial, RMF-12, Residential Multi-Family, 12 units per acre, and RSF-7, Residential Single Family, 7 units per acre. *This ordinance was left on the Second Reading at the August 15, 2006 City Council Meeting.*
5. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*

C. NEW BUSINESS:

1. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres.
2. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre.
3. **ANX 06-2225 Raymond Smith:** An ordinance confirming the annexation of that property described in annexation petition ANX 06-2225 (CC2005-17), for property located west of 54th Avenue, east of Double Springs Road, north and south of Dot Tipton Road, containing approximately 55.16 acres.
4. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre.
5. **ADM 06-1959 Consolidated Landscape Ordinance:** An ordinance amending Title XV: Unified Development Code, to consolidate Landscaping Requirements into a new Chapter 177: Landscape Regulations; and amending other chapters accordingly.
6. **ADM 06-2227 Paradise Point:** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1734, Paradise Point, located west of Crossover Road (HWY 265), containing approximately 1.55 acres, more or less, to reflect revised density and land area per dwelling requirements as described and depicted herein.

- ✓ 7. **ADM 06-2228 East Square Development:** A resolution for ADM 06-2228 approving encroachments into the city's right-of-way for the purpose of constructing a basement on the south side of the East Square Development Project into Mountain Street, as described and depicted in the attached exhibit.
- ✓ 8. **Amend Title XV; Comprehensive Land Use Plan References:** An ordinance amending Title XV: Unified Development Code, to remove all references to General Plan 2020.
- ✓ 9. **Amend Chapter 170: Stormwater Management, Drainage, and Erosion Control:** An ordinance amending Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, to prohibit illicit stormwater discharges, and enact erosion control requirements for single-family and duplex construction.
- ✓ 10. **Carter and Burgess, Inc:** A resolution approving a contract with Carter & Burgess, Inc. in the amount of \$175,000.00 for the study phase of the Fayetteville Expressway Development Corridor; and approving a Budget Adjustment in the amount of \$200,000.00.

D. PUBLIC HEARING:

- ✓ 1. **Raze and Removal at 1079 S. Washington Ave:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Globe CEO, LLC and located at 1079 South Washington Avenue in the City of Fayetteville, Arkansas.

E. INFORMATIONAL:

City Council Tour: Sept. 4, 2006

Aldermen Committee for the Mayor
✓ Call Michele
✓ Call Tim Conklin & Daniel

From: Michele Bechhold
To: Wood, Amber
Date: 7/26/06 11:22AM
Subject: Agenda Item

Please include the following item on the Council agendas beginning with August 15 meeting date and continuing through September 19 meeting date.

Progress Report on Classification and Compensation System Project - Phase II Management Advisory Group. - Agenda Session Only

Thanks,
Michele

From: "Willistine Smith" <wsmith@twncenter.com>
To: "Sondra Smith" <:ssmith@ci.fayetteville.ar.us>
Date: 8/9/06 8:52AM
Subject: RE: Annual Report to the City Council

You are correct - it is the ~~City Council Meeting~~ - September 5th is great.
I will get you the reports the week of August 28th. Thank you.

-----Original Message-----

From: Sondra Smith [mailto:ssmith@ci.fayetteville.ar.us]
Sent: Tuesday, August 08, 2006 6:28 PM
To: Willistine Smith
Subject: Re: Annual Report to the City Council

You give your report at the City Council Meeting not Agenda Session if I remember correctly. I will put you on the agenda for the September 5, 2006 City Council meeting. Will that work for you?

Sondra Smith
City Clerk
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479) 575-8323
(479) 718-7695 (Fax)
ssmith@ci.fayetteville.ar.us

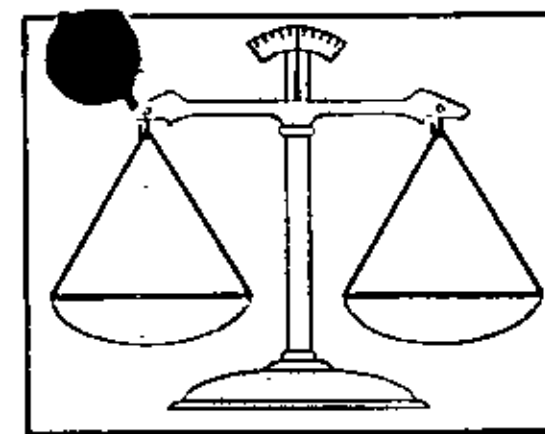
>>> "Willistine Smith" <wsmith@twncenter.com> 08/07/06 11:06 AM >>>
Greetings Sondra,

It is that time of the year again. Could you tell me, please, when you can place me on the calendar in September to present our report? Thanks so much.

Willistine Smith
Facilities Manager
Fayetteville Town Center
P.O. Box 4157
Fayetteville, AR 72702
wsmith@twncenter.com
479.587.9944

*Town Center
Report*

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

DATE: **September 6, 2006**

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

RE: **Passed Ordinances and Resolutions from City Council meeting
of September 6, 2006**

1. **Digital Motorcycle Video Systems:** Resolution awarding Bid # 06-47 and approving purchase of three Digital Motorcycle Recording Systems from Mobile Vision Inc. in amount of \$43,117.36;
2. **APS Ticketing & Citations Contract:** Resolution approving purchase of ten handheld electronic ticketing devices and associated software form New World Systems Corp. in amount of \$107,274.00 and approving budget adjustments in amounts of \$99,377.00 and \$56,000.00;
3. **Department of Homeland Security CEDAP Equipment Grant:** Resolution authorizing Fire Department to apply for and accept Dept. of Homeland Security CEDAP Equipment Grant for T3MAX Thermal Imager;
4. **Designation of Signatory Authority:** Resolution delegating signatory authority in connection w/State Revolving Loan Fund assistance;
5. **DBE Program Goal Update:** Resolution accepting & approving updated Fayetteville Municipal Airport Disadvantaged Business Enterprise Program participation goals for FY2007;
6. **Utility Service Company, Inc.:** Resolution approving contract w/Utility Service Company, Inc. in amount of \$89,800.00 for repainting surge tank on Fitzgerald Mountain; and approving project contingency in amount of \$4,490.00;

7. **ADM 06-2228 East Square Development:** Resolution approving encroachments into city's right-of-way for purpose of constructing basement on south side of East Square Development Project into Mountain Street, as described and depicted in attached exhibit;
8. **Carter & Burgess, Inc.:** Resolution approving contract w/Carter & Burgess, Inc. in amount of \$175,000.00 for study phase of Fayetteville Expressway Development Corridor; and approving budget adjustment in amount of \$200,000.00;
9. **Raze & Removal at 95 Cleburn St.:** Resolution ordering razing & removal of dilapidated and unsafe structure owned by Beacon Flats, LLC located at 95 Cleburn St., in Fayetteville;
10. **Raze & Removal at 1079 S. Washington Ave.:** Resolution ordering razing & removal of dilapidated and unsafe structure owned by Globe CEO, LLC and located at 1079 S. Washington Ave. in Fayetteville;
11. **RZN 06-2172:** Ordinance rezoning property described in RZN 06-2172 for approximately 19.98 acres, located west of Ruppel Road, east of Meadowlands Subdivision, from R-A, Residential-Agricultural, RSF-1, Residential Single Family, 1 unit per acre, and C-2, Thoroughfare Commercial, to C-1, Neighborhood Commercial, RMF-12, Residential Multi-Family, 12 units per acre, and RSF-7, Residential Single Family, 7 units per acre;
12. **Tracy Hoskins Land Trade & Sale:** Resolution approving a trade and purchase of land, budget adjustment of \$95,500.00 and banking of approximately 1 ½ acres for future parkland dedication requirements;
13. **Disability Insurance & Voluntary Benefit Renewals:** Resolution approving placement of employee Life & Long Term Disability Insurance coverage w/Reliance Standard; Accidental Death & Dismemberment (AD & D) coverage w/Ace-US; and administration of §125 Cafeteria Plan w/Datapath for Plan Year 2007;
14. **ANX 06-2225:** Ordinance confirming annexation of property described in ANX 06-2225 (CC205-17), for property located west of 54th Avenue, east of Double Springs Road, north and south of Dot Tipton Road, containing approximately 55.16 acres;
15. **ADM 06-1959 Consolidated Landscape Ordinance:** Ordinance amending Title XV: Unified Development Code, to consolidate Landscaping Requirements into a new Chapter 177: Landscape Regulations; and amending other chapter accordingly;
16. **ADM 06-2227 Paradise Point:** Ordinance amending R-PZD 05-1734, Paradise Point, located west of Crossover Road (HWY 265), containing approximately 1.55 acres, to reflect revised density and land area per dwelling requirements as described and depicted herein;

17. Amend Title XV: Comprehensive Land Use Plan References: Ordinance amending Title XV: Unified Development Code, to remove all references to General Plan 2020;

18. Amend Chapter 170: Stormwater Management, Drainage, and Erosion Control: Ordinance amending Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, to prohibit illicit stormwater discharges, and enact erosion control requirements for single-family and duplex construction;

19. Seven Hills Homeless Shelter, Inc. Lease: Resolution amending lease w/Seven Hills Homeless Shelter, Inc. to allow assignment of a leasehold interest for a mortgage and to authorize Mayor to sign a leasehold mortgage;

20. VAC 06-2221: Ordinance waiving Chapter 171.05 (C) of Unified Development Code and approving VAC 06-2221 submitted by Kirk Elsass for Paradise Point located on Lots 1 and 2 of Sexton Point Final Plat, vacating 0.30 acre portion of the utility easement located within subject property.

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record

P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6415

AFFIDAVIT OF PUBLICATION

I, Karen Caler, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of:

FINAL AGENDA

Was inserted in the Regular Editions:

September 4, 2006

Publication Charge: \$352.59

Subscribed and sworn to before me

This 6 day of September, 2006.

Notary Public



My Commission Expires:

Sharlene D. Williams
Notary Public
State of Arkansas
My Commission Expires
October 18, 2014

RECEIVED

SEP 08 2006

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
SEPTEMBER 5, 2006**



A meeting of the Fayetteville City Council will be held on September 5, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

Town Center Annual Report - Willistine Smith

A & P Commission Appointment - Appointment of a member of the governing body to fill Don Marr's vacancy for the Advertising and Promotion Commission.

A. CONSENT:

- 1. Digital Motorcycle Video Systems:** A resolution awarding Bid # 06-47 and approving the purchase of three (3) Digital Motorcycle Recording Systems from Mobile Vision Inc. in the amount of \$43,117.36.
- 2. New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of \$107,274.00; and approving Budget Adjustments in the amounts of \$99,377.00 and \$56,000.00.
- 3. Department of Homeland Security CEDAP Equipment Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept a Department of Homeland Security CEDAP Equipment Grant for a T3MAX Thermal Imager.
- 4. Revolving Loan Fund - Delegation of Signatory Authority:** A resolution delegating signatory authority in connection with State Revolving Loan Fund assistance.
- 5. Disadvantaged Business Enterprise (DBE) Program Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program participation goals for FY2007.
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- 7. ADM 06-2228 East Square Development:** A resolution for ADM 06-2228 approving encroachments into the city's right-of-way for the purpose of constructing a basement on the south side of the East Square Development Project into Mountain Street, as described and depicted in the attached exhibit.
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B. PUBLIC HEARINGS:

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C. UNFINISHED BUSINESS:

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D. NEW BUSINESS:

- 1. First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville.
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E. INFORMATIONAL:

**City Council Town News
City Offices will be closed September 4, 2006**

RECEIVED
SEP 08 2006
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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Ward 2 Position 2 - Vacant
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Final Agenda
City of Fayetteville Arkansas
City Council Meeting
September 5, 2006

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Town Center Annual Report – Willistine Smith

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D. NEW BUSINESS:

1. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville.
2. **Disability Insurance and Voluntary Benefit Renewals:** A resolution approving the placement of employee Life and Long Term Disability Insurance coverage with Reliance Standard; Accidental Death and Dismemberment (AD & D) coverage with Ace-USA; and the administration of the Section 125 Cafeteria Plan with Datapath for Plan Year 2007.
3. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres.
4. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre.
5. **ANX 06-2225 Raymond Smith:** An ordinance confirming the annexation of that property described in annexation petition ANX 06-2225 (CC2005-17), for property located west of 54th Avenue, east of Double Springs Road, north and south of Dot Tipton Road, containing approximately 55.16 acres.
6. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre.

7. **ADM 06-1959 Consolidated Landscape Ordinance:** An ordinance amending Title XV: Unified Development Code, to consolidate Landscaping Requirements into a new Chapter 177: Landscape Regulations; and amending other chapters accordingly.
8. **ADM 06-2227 Paradise Point:** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1734, Paradise Point, located west of Crossover Road (HWY 265), containing approximately 1.55 acres, more or less, to reflect revised density and land area per dwelling requirements as described and depicted herein.
9. **Amend Title XV; Comprehensive Land Use Plan References:** An ordinance amending Title XV: Unified Development Code, to remove all references to General Plan 2020.
10. **Amend Chapter 170: Stormwater Management, Drainage, and Erosion Control:** An ordinance amending Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, to prohibit illicit stormwater discharges, and enact erosion control requirements for single-family and duplex construction.
11. **Seven Hills Homeless Shelter, Inc. Lease:** A resolution to amend the lease with Seven Hills Homeless Shelter, Inc. to allow assignment of a leasehold interest for a mortgage and to authorize the Mayor to sign a leasehold mortgage.
12. **VAC 06-2221 Paradise Point:** An ordinance waiving Chapter 171.05 (C) of the Unified Development Code and approving VAC 06-2221 submitted by Kirk Elsass for Paradise Point located on Lots 1 and 2 of Sexton Point Final Plat, vacating 0.30 acre portion of the utility easement located within the subject property.

E. INFORMATIONAL:

City Council Tour: None

City Offices will be closed September 4, 2006

Fayetteville Town Center
Annual Report to Fayetteville City Council
Presented: September 5, 2006

*Copied for Council
and Mayor
distributed 8/30/06
Ses*

Goals (as stated in Article V, Section 507 of the *Lease and Agreement between the City of Fayetteville, Arkansas and the A&P Commission of the City of Fayetteville, Arkansas*)

1. Generate increased tourism for Fayetteville
2. Remain financially viable with all debts and obligations paid timely
3. Serve the Fayetteville community by use for local, non-profit groups and other community events

I. Tourism Review

a. Total Contracts & Events

	2004	2005	Variance	1/1/06-6/30/06
# of Contracts	223	252	13+%	123
\$ Amount of Sales	\$311,360.13	\$327,868.24	5+%	\$214,563.48
# of Events	194	223	15+%	129

- b. Increased Tourism. The following list represents FTC participation in events potentially drawing overnight guests from outside the NWA area. Because the FTC does not track client guest-lists, we have no way to accurately determine revenue associated with each event.

Event Name	Event Date
United Group Associates	1/5/05
Fayetteville Coaches Clinic	1/22/05
Ozark Natural Foods Cooperative	3/13/05
UA College of Engineering	4/9/05
UA College of Education	4/21/05
Black Alumni Association	4/30/05
U of A Food Rice Program	5/25/05
Fayetteville High School West Campus Graduation	5/27/05
Arkansas Trial Lawyers Association	6/23/05
Fayetteville High School Reunion - 1963-64-65	7/29/05
Arkansas Medical Management Group	9/7/05
U of A Center for Retailing	10/29/05
Eddie Armstrong Foundation	11/3/05
Various wedding parties with out of town guests	Various

RECEIVED

AUG 29 2005

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

II. Financial Viability Summary

	2004 BUDGET	YTD 2004	2005 BUDGET	YTD 2005	2006 BUDGET	1/1/06- 6/30/06
Revenue	\$378,285.31	\$395,007.54	\$405,172.00	\$389,956.96	\$443,241.00	\$237,487.77
Expenses	\$378,285.31	\$389,129.38	\$405,371.60	\$430,092.93	\$443,241.00	\$220,041.91

III. Facility Use Summary

	YTD 2004	YTD 2005	1/1/06-6/30/06
Sales (# executed contracts)	223	252	123
Completed Events	194	223	129
Sales (\$ executed Contracts)	\$311,360.13	\$327,868.24	\$214,563.48
Collections	\$288,209.48	\$346,777.39	\$210,334.54

IV. Non-Profit and Community

	2004	2005	1-1 thru 6-30, 2006
Total Events	194	223	129
Non-Profit Events	45	40	35
Ratio: NP to Total Events	27%	18%	27%

a. Community Support

- i. Use of plaza area for peaceful assembly, public speaking (i.e. Peace Rallies, Public Awareness of crippling illnesses such as cancer, Leukemia).
- ii. Public services including use of plaza to expand local Farmers Market, provision of public restrooms and parking for public events.
- iii. Local artists displaying their art in the Town Center Lobby offering enrichment of the arts for our community.
- iv. Participation in community events like First Night, Bikes Blues & BBQ, Paint the Town Red, Ryan Gibson Leukemia Foundation, Chamber of Commerce Business Expo.
- v. Fayetteville and surrounding towns utilizing the Town Center for Junior/Senior Proms.
- vi. Fayetteville High School P.S.A.T. testing. Increased usage by our schools.
- vii. Worked in conjunction with Continuing Education Center to provide services for the University of Arkansas Literacy Symposium.

- b. A list of non-profit events at the Town Center is available upon request.

V. Feedback

- a. 2005 Evaluation Rating: (scale of 1 to 4) overall score of 3.62
- b. Customer Comments: (complete report available upon request)
 - i. Fayetteville Public Schools – Appreciate the staff. (4)
 - ii. Seasons Venture – The room, friendliness and flexibility of the staff (3.91)
 - iii. Farmington High School Prom – The wonderful staff. Everyone was so helpful. (4)
 - iv. U of A Political Science – Helpful staff. Attractive facility (4)
 - v. Chambers Bank – Great management, easy to do business with. (3.92)
 - vi. U of A Food Rice Program – People! Thanks for making the event easy to pull off. (4)
 - vii. Marshall/Wiggins Wedding Reception – That the staff sat down with me and helped me design my room layout. Keep up the good work! (4)
 - viii. Benchmark Group – The friendly staff. (3.5)

VI. Fayetteville Town Center

- a. Staff
 - i. Willistine Smith, Facilities Manager
 - ii. Jamey Goddard, Sales Director
 - iii. Laura Hobbs, Event Manager
 - iv. Sandra Bennett, Event Coordinator
 - v. Eric Clay, Maintenance & Custodial

VII. Supporting Documentation (not included with report unless otherwise noted)

- a. Income Statements: Actual vs. Budget 2004, 2005 and June 30, 2006 - included
- b. 2004 General Ledger
- c. 2005 General Ledger
- d. 2006 General Ledger, 1/1/06 to 6/30/06
- e. Customer Evaluation Summary

Fayetteville Town Center

Statement of Revenues and Expenditures
Actual vs Budget

Twelve Months Ending December 31, 2004

	<u>2004 Budget</u>	<u>2004 Year to Date Actual</u>	<u>Remaining</u>	<u>Month of December 2004 Actual</u>
Revenues				
Rental Income	\$ 269,694.57	\$ 283,745.89	\$ (14,051.32)	\$ 21,257.91
Daily Parking	5,000.00	6,076.00	(1,076.00)	626.00
Parking Leases	30,000.00	34,771.89	(4,771.89)	-
Other Income	500.00	22,519.21	(22,019.21)	4,375.21
Sales Tax Expense	(1,071.30)	-	(1,071.30)	-
Less Returns & Allowances	-	(2,289.41)	2,289.41	-
Total Revenues	<u>304,123.27</u>	<u>344,823.58</u>	<u>(40,700.31)</u>	<u>26,259.12</u>
General Expenditures				
General Expenditures (See Schedule)	<u>378,285.31</u>	<u>388,975.17</u>	<u>(10,689.86)</u>	<u>30,530.64</u>
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Revenues (Expenditures)				
Interest Income - Checking	269.69	183.96	85.73	17.69
Transfers From Other Funds	<u>73,892.35</u>	<u>50,000.00</u>	<u>23,892.35</u>	<u>-</u>
Total Other Revenues (Expenditures)	<u>74,162.04</u>	<u>50,183.96</u>	<u>23,978.08</u>	<u>17.69</u>
Excess Revenues Over Expenditures (Deficit)	<u>\$ 0.00</u>	<u>\$ 6,032.37</u>	<u>\$ (6,032.37)</u>	<u>\$ (4,253.83)</u>

See Accountants' Compilation Report.

Fayetteville Town Center

Schedule of General Expenditures
Actual vs Budget

Twelve Months Ending December 31, 2004

	<u>2004 Budget</u>	<u>2004 Year to Date Actual</u>	<u>Remaining</u>	<u>Month of December 2004 Actual</u>
General Expenditures				
Salaries & Wages	\$ 165,271.00	\$ 157,769.51	\$ 7,501.49	\$ 19,311.79
Outside Services	-	141.60	(141.60)	141.60
Payroll Tax Expense	20,138.06	16,338.00	3,800.06	1,649.76
Insurance	21,250.00	16,203.70	5,046.30	-
408(p) Company Match	4,602.15	2,604.65	1,997.50	203.62
Commissions	25,583.18	21,518.18	4,065.00	1,295.74
Materials and Supplies	6,000.00	4,423.34	1,576.66	173.96
Credit Card Discounts	500.00	918.42	(418.42)	89.21
Public Notification	100.00	-	100.00	-
Publications & Dues	250.00	455.10	(205.10)	-
Postage	-	185.58	(185.58)	-
Post Office Box Rent	125.00	126.00	(1.00)	-
Water	7,234.65	5,560.41	1,674.24	-
Gas	9,786.70	9,645.33	141.37	1,204.12
Electricity	56,480.90	47,727.90	8,753.00	3,540.95
Cable	914.10	951.65	(37.55)	-
Telephone	8,549.20	7,531.31	1,017.89	36.60
Insurance - Building	7,500.00	5,769.00	1,731.00	141.00
Taxes and Licenses	2,500.00	1,535.00	965.00	35.00
Linens	11,250.37	12,577.95	(1,327.58)	115.80
Repairs and Maintenance	25,000.00	37,179.52	(12,179.52)	588.07
Special Projects	2,500.00	17,535.25	(15,035.25)	412.57
Advertising and Marketing	2,500.00	3,109.84	(609.84)	-
Travel and Training	250.00	77.72	172.28	-
Depreciation Expense	-	19,090.21	(19,090.21)	1,590.85
Total General Expenditures	<u>\$ 378,285.31</u>	<u>\$ 388,975.17</u>	<u>\$ (10,689.86)</u>	<u>\$ 30,530.64</u>

See Accountants' Compilation Report.

Fayetteville Town Center
Statement of Revenues and Expenditures
Twelve Months Ending December 31, 2005

	2005 Budget	Month of December 31, 2005 Actual	2005 Year to Date Actual	2004 Year to Date Actual
Revenue				
Rental Income	\$ 325,172.00	\$ 25,111.98	\$ 341,101.40	\$ 283,745.89
Partnership Income	0.00	0.00	0.00	300.00
Daily Parking	5,000.00	485.00	5,834.00	6,076.00
Parking Leases	35,000.00	0.00	40,020.74	34,771.89
Other Income	0.00	494.00	783.01	22,219.21
Special Projects	40,000.00	131.00	6,085.04	0.00
Sales Tax Expense	0.00	(423.00)	(3,660.98)	0.00
Less Returns & Allowances	0.00	0.00	(380.00)	(2,289.41)
Total Revenue	<u>405,172.00</u>	<u>25,798.98</u>	<u>389,783.21</u>	<u>344,823.58</u>
General Expenditures				
See Schedule	<u>405,371.60</u>	<u>50,399.29</u>	<u>430,092.93</u>	<u>389,129.38</u>
Other Revenue (Expenditures)				
Interest Income - Checking	200.00	13.81	173.75	183.96
Transfers From Other Funds	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>
Total Other Revenues (Expenditures)	<u>200.00</u>	<u>13.81</u>	<u>173.75</u>	<u>50,183.96</u>
Excess of Revenues Over (Under) Expenditures	<u>\$ 0.40</u>	<u>\$ (24,586.50)</u>	<u>\$ (40,135.97)</u>	<u>\$ 5,878.16</u>

Fayetteville Town Center
Schedule of General Expenditures
Twelve Months Ending December 31, 2005

	2005	Month of	2005	2004
	Budget	December 31, 2005	Year to Date	Year to Date
		Actual	Actual	Actual
General Expenditures				
Salaries & Wages	\$ 165,557.00	\$ 25,986.65	\$ 172,983.35	\$ 157,769.51
Outside Services	0.00	0.00	82.60	141.60
Payroll Taxes Expense	18,550.00	2,206.64	17,617.77	16,338.00
Insurance and Health Benefits	15,692.00	1,298.27	16,457.49	16,203.70
408(P) Company Match	3,106.00	226.26	2,685.12	2,604.65
Commissions	32,517.25	2,118.25	29,480.45	21,518.18
Materials and Supplies	4,200.00	137.81	4,174.24	2,269.05
Office Supplies/Printing	0.00	242.53	1,373.89	1,980.33
Credit Card Discounts	1,500.00	20.07	928.40	918.42
Office Expense	0.00	0.00	0.00	173.96
Publications & Dues	0.00	0.00	0.00	455.10
Postage	325.00	0.00	152.64	185.58
Post Office Box Rent	0.00	0.00	0.00	126.00
Water	6,846.00	517.89	6,827.47	5,560.41
Gas	12,003.99	1,570.07	11,520.49	9,645.33
Electricity	52,524.00	4,898.14	52,524.54	47,727.90
Cable	1,279.36	0.00	1,273.69	951.65
Security	0.00	1,329.34	1,329.34	0.00
Telephone	8,632.00	609.98	8,200.70	7,045.91
Long Distance Telephone	0.00	40.61	628.55	485.40
Insurance - Vehicles	5,750.00	0.00	5,628.00	5,769.00
Taxes and Licenses	1,500.00	0.00	1,535.00	1,535.00
Linens	16,811.00	835.71	16,352.02	12,577.95
Miscellaneous Expense	0.00	0.00	153.00	0.00
Repairs and Maintenance	46,378.00	4,642.57	46,581.29	37,179.52
Special Projects	10,000.00	1,500.00	9,871.47	17,535.25
Advertising and Marketing	2,200.00	553.00	1,746.00	3,109.84
Travel and Training	0.00	0.00	0.00	77.72
Depreciation Expense	0.00	1,665.50	19,985.42	19,244.42
Total General Expenditures	\$ 405,371.60	\$ 50,399.29	\$ 430,092.93	\$ 389,129.38

Fayetteville Town Center
Statement of Revenues and Expenditures
Six Months Ending June 30, 2006

	Annual 2006 Budget	2006 Year to Date Accumulated Totals Budget	2006 Year to Date Actual	2005 Year to Date Actual
Revenue				
Rental Income	\$ 443,241.00	\$ 217,183.00	\$ 210,334.54	\$ 164,775.46
Daily Parking	5,000.00	2,496.00	2,810.00	2,626.00
Parking Leases	40,000.00	20,000.00	20,640.73	20,325.46
Other Income	0.00	0.00	1,327.00	54.00
Special Projects	10,000.00	0.00	4,243.00	773.94
Refunds	0.00	0.00	(1,212.50)	(380.00)
Sales Tax Expense	(10,000.00)	(6,000.00)	(655.00)	(8,531.00)
Total Revenue	<u>488,241.00</u>	<u>233,679.00</u>	<u>237,487.77</u>	<u>179,643.86</u>
General Expenditures				
See Schedule	<u>488,891.00</u>	<u>237,310.39</u>	<u>220,041.91</u>	<u>210,664.43</u>
Capital Outlay				
Other Revenues (Expenditures)				
Interest Income - Checking	<u>150.00</u>	<u>75.00</u>	<u>81.34</u>	<u>96.01</u>
Total Other Revenues (Expenditures)	<u>150.00</u>	<u>75.00</u>	<u>81.34</u>	<u>96.01</u>
Excess Revenues Over (Under) Expenditures	<u>\$ (500.00)</u>	<u>\$ (3,556.39)</u>	<u>\$ 17,527.20</u>	<u>\$ (30,924.56)</u>

See Accountants' Compilation Report

Fayetteville Town Center
Schedule of General Expenditures
Six Months Ending June 30, 2006

	Annual 2006 Budget	2006 Year to Date Accumulated Total Budget	2006 Year to Date Actual	2005 Year to Date Actual
General Expenditures				
Salaries & Wages	\$ 182,798.00	\$ 91,398.00	\$ 82,993.52	\$ 80,819.06
Outside Services	0.00	0.00	271.88	82.60
Payroll Taxes Expense	24,983.00	12,486.00	8,019.41	9,204.12
Insurance and Health Benefits	18,112.16	9,056.10	6,929.29	8,297.37
408(P) Company Match	4,500.00	2,250.00	1,302.12	1,327.56
Commissions	44,324.00	21,711.00	15,547.33	13,721.85
Materials and Supplies	3,000.00	1,500.00	1,675.73	2,185.83
Office Supplies/Printing	1,000.00	650.00	507.06	507.06
Credit Card Discounts	1,000.00	505.00	819.79	356.76
Office Expense	0.00	0.00	274.67	0.00
Publications & Dues	250.00	125.00	0.00	0.00
Postage	200.00	200.00	39.00	126.00
Water	6,850.00	3,636.00	3,361.37	3,558.51
Gas	19,500.00	13,201.00	10,950.80	9,156.33
Electricity	60,875.00	30,500.00	28,776.18	24,426.33
Cable	1,200.00	600.00	494.76	570.69
Telephone	8,650.00	4,217.00	3,995.87	4,378.91
Long Distance Telephone	0.00	0.00	138.19	164.96
Insurance	5,750.00	0.00	0.00	0.00
Taxes and Licenses	2,205.00	2,000.00	1,500.00	1,500.00
Linens	22,782.00	10,282.00	8,967.51	8,694.66
Miscellaneous Expense	0.00	0.00	40.00	3.00
Repairs and Maintenance	45,176.71	19,500.71	22,838.38	27,625.41
Advertising and Marketing	3,000.00	1,000.00	1,729.35	543.00
Travel and Training	750.00	500.00	0.00	0.00
Depreciation Expense	19,985.13	9,992.58	9,993.00	9,992.42
Special Projects	12,000.00	2,000.00	8,876.70	3,422.00
Total General Expenditures	\$ 488,891.00	\$ 237,310.39	\$ 220,041.91	\$ 210,664.43

See Accountants' Compilation Report

26-75-605. Advertising and promotion commissions.

(a) Any municipality levying a tax pursuant to this subchapter shall create by ordinance a municipal advertising and promotion commission, to be composed of seven (7) members, as follows:

(1)(A) Four (4) members shall be owners or managers of businesses in the tourism industry, and the owner or manager shall reside in the levying municipality or, if the governing body of the municipality provides for by ordinance, the owner or manager may reside outside of the municipality but within the county in which the municipality is located.

(B) At least three (3) of these members shall be owners or managers of hotels, motels, or restaurants and shall serve for staggered terms of four (4) years;

(2) Two (2) members of the commission shall be members of the governing body of the municipality and selected by the governing body and shall serve at the will of the governing body; and

(3) One (1) member shall be from the public at large who shall reside within the levying municipality or in the county of the levying municipality and shall serve for a term of four (4) years.

(b) In the case of a city creating the commission authorized in this section after March 4, 1993, the initial members of the commission shall be selected as follows:

(1) The four (4) tourism industry positions provided for in subdivision (a)(1) of this section shall be filled by appointment made by the governing body of the city for staggered terms so that:

(A) One (1) member will serve for a term of one (1) year;

(B) One (1) for a term of two (2) years;

(C) One (1) for a term of three (3) years; and

(D) One (1) for a term of four (4) years.

(2) The at-large position provided for in subdivision (a)(3) of this section shall be filled by nomination by the chief administrator of the city and approval by the governing body of the city.

(c)(1) In the case of a city in which a city advertising and promotion commission exists on March 4, 1993, the members of the commission shall continue in office for the balance of the terms to which they have been previously appointed.

(2) However, if on that date no commission member has been appointed to hold an at-large position, the mayor shall designate one (1) of the commission members who is also a member of the governing body of the city to fill the at-large position provided for in subdivision (a)(3) of this section for a term of not longer than one (1) year.

(d) Whether resulting from expiration of a regular term or otherwise, a vacancy on the commission in any of the four (4) tourism industry positions provided for in subdivision (a)(1) of this section or in the at-large position provided for in subdivision (a)(3) of this section shall be filled by appointment made by the remaining members of the commission, with the approval of the governing body of the city.

History. Acts 1965, No. 185, § 5; 1969, No. 123, § 2; A.S.A. 1947, § 19-4616; Acts 1993, No. 364, § 3; 1997, No. 913, § 1; 2005, No. 2314, § 2.

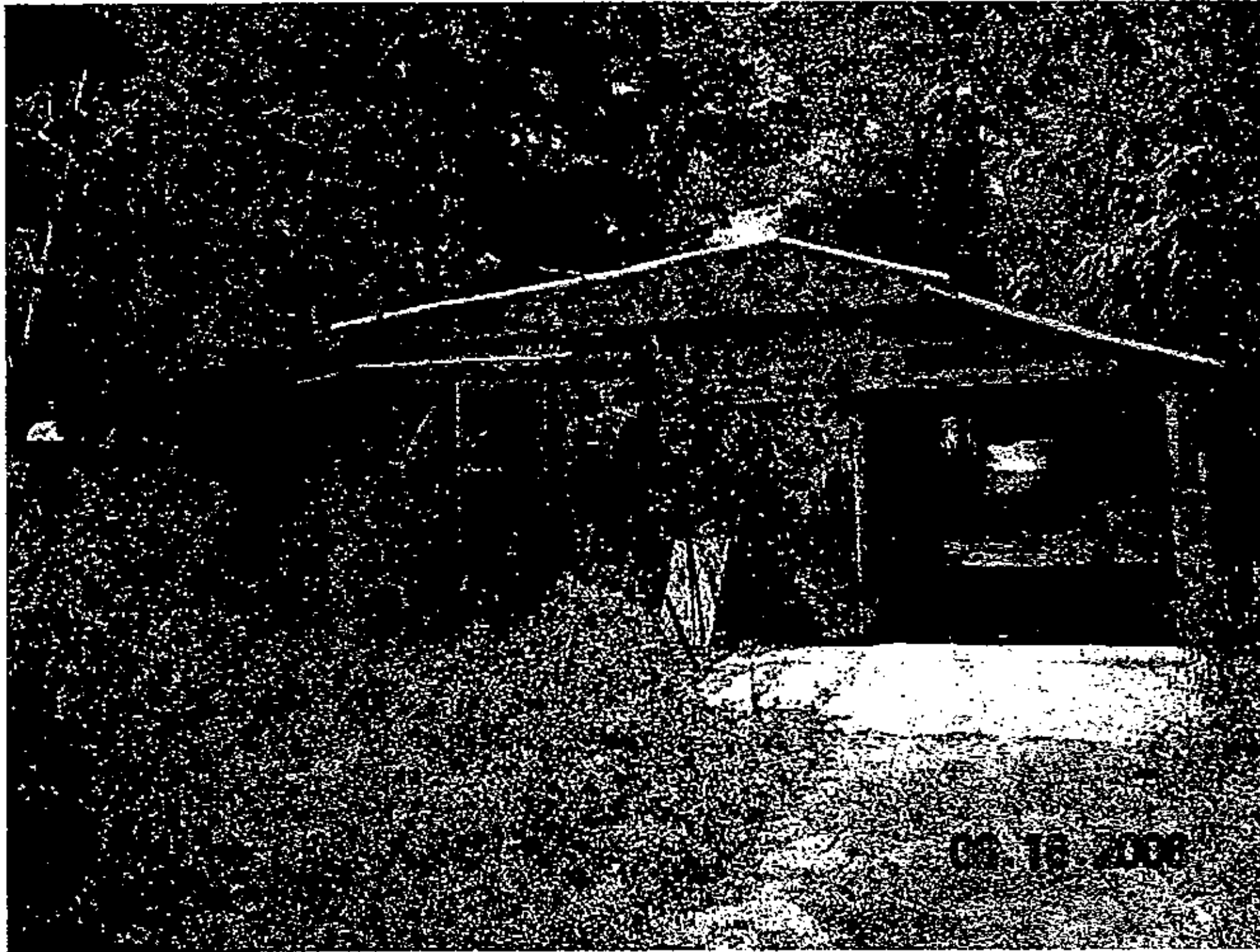
Raze & Renewal at 1079 S Washington

B.2
Raze and Removal at
1079 S. Washington Ave.
Page 1 of 2

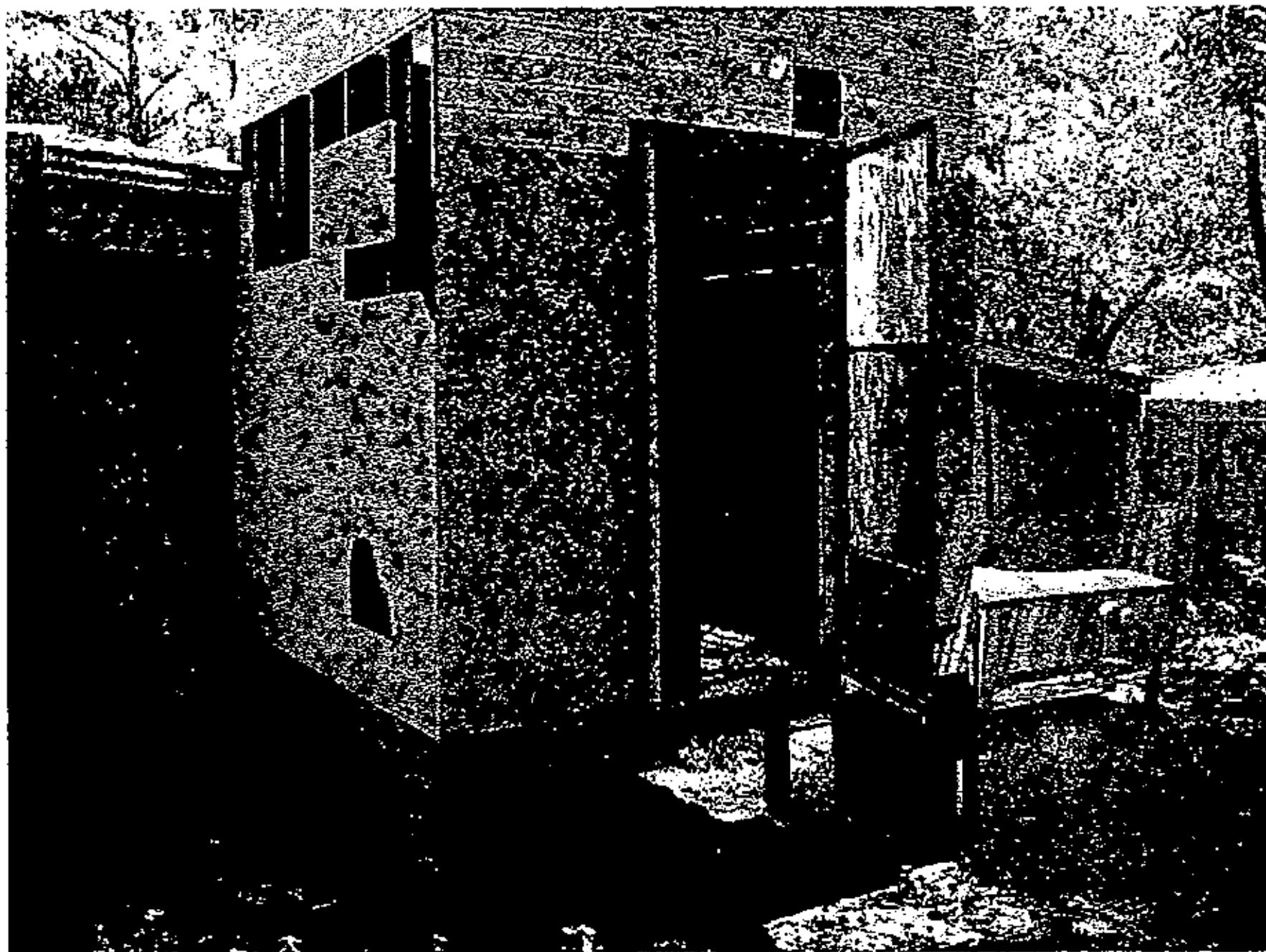


1079 S Washington





1079 S Washington





THE CITY OF FAYETTEVILLE, ARKANSAS

August 16, 2006

**NOTICE OF
UPCOMING ANNEXATION PUBLIC HEARING**

**SEPTEMBER 5, 2006 AT 6 P.M. (CITY COUNCIL MEETING)
ROOM 219
CITY ADMINISTRATION BUILDING
113 W. MOUNTAIN STREET**

Dear Resident/Property Owner:

On August 15, 2006, the Fayetteville City Council proposed an ordinance to annex lands that are located between the City of Fayetteville and Farmington as authorized by A.C.A. § 14-40-501, which contains 405.47 acres, more or less (see exhibit A). You have been identified as a property owner within the proposed area for annexation and are being notified by certified mail about the right to appear at the public hearing on September 5, 2006 to present your views on the proposed annexation. The City Council will consider adopting the ordinance at the September 19, 2006 regularly scheduled Council meeting.

Annexing this unincorporated area will allow for the following:

- Compatibility in land use and development standards
- Ability to plan and construct future City capital improvements
- Ability to require the same level of infrastructure improvements required for new development within these areas as required within the City.

The following City services (including but not limited to) will be available after annexation:

- Trash service
- Police protection
- Fire protection
- Sewer service if available—any extensions of public or private lines to serve these areas will be the responsibility of the property owner/developer
- Curbside recycling and yard waste pick-up.

The current Fayetteville property tax millage impact of this annexation is an additional 3.1 mills for the City of Fayetteville. The current City of Fayetteville millage rate is:

0.4 mills police pension
0.4 mills fire pension
1.0 mil City Library (replaces the existing 1 mil County Library)
1.3 mills City General Fund

3.1 mills total

The impact to property owners in the annexed areas would be an additional 2.1 mills. The 1 mil City Library replaces the existing 1 mil County library. Your property value is based on 20% of the market value of real estate (subject to limits of Amendment 79). If the fair market value of real estate is \$100,000, it will have a value of $20\% \times \$100,000 = \$20,000$. Multiply \$20,000 by the additional millage and this will equal your additional tax: (Source: Washington County, AR)

1 mil is 1/10 of one cent (\$.001)

Additional 2.1 mills on a 100,000 home ($\$20,000 \times 0.0021$ mills) = additional \$42.00 in property tax

If you have any questions or need additional information regarding this proposed annexation, please contact Tim Conklin, Planning and Development Management Director at 575-8265.

Sincerely,

Tim Conklin
Planning and Development Management Director

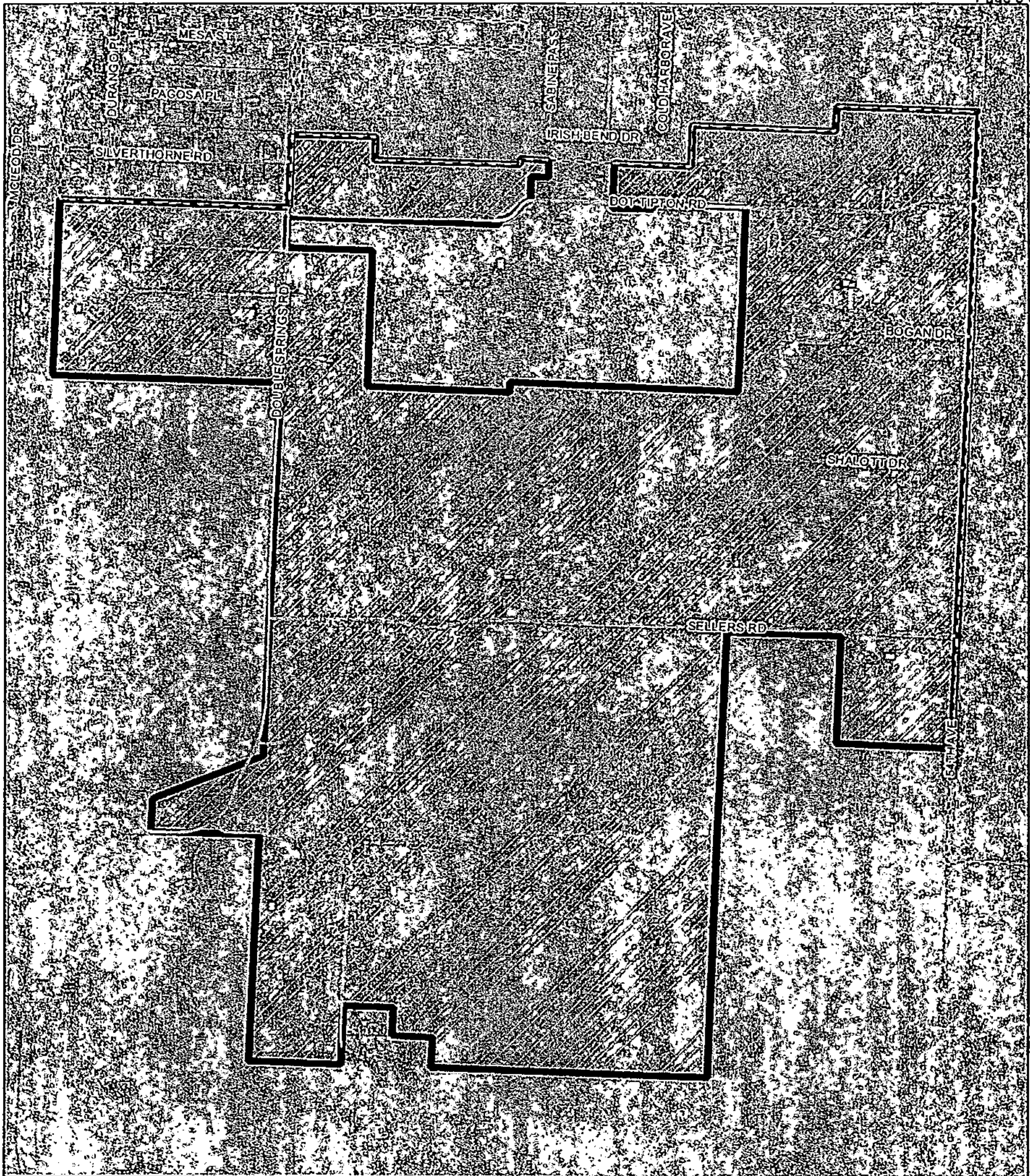


EXHIBIT A

0 500 1,000 2,000
Feet



EXHIBIT "B"
ANX 06-2224

A PART OF SECTIONS 14, 15, 22, AND 23, ALL WITHIN TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NE CORNER OF THE NE-SW-14-16-31; THENCE SOUTHERLY TO THE SE CORNER OF THE NE-SW-14-16-31; THENCE S 02° 35' 16" W 1327.39 FEET; THENCE S 02° 35' 16" W 661.58 FEET; THENCE N 87° 36' 01" W 661.32 FEET; THENCE N 02° 35' 19" E 630.16 FEET; THENCE N 88° 00' 21" W 661.34 FEET; THENCE S 02° 35' 23" W 1294.47 FEET, TO THE SE CORNER OF THE SW-SW-14-16-31; THENCE S 02° 19' 52" W 1324.72 FEET; THENCE N 88° 04' 09" W 1322.51 FEET; THENCE N 88° 00' 19" W 269.64 FEET; THENCE N 02° 22' 19" W 177.37 FEET; THENCE N 88° 00' 23" W 236.16 FEET; THENCE N 01° 52' 30" E 165.61 FEET; THENCE N 87° 54' 36" W 290.52 FEET; THENCE S 02° 21' 06" W 343.49 FEET; THENCE N 88° 00' 24" W 528.00 FEET, TO THE SW CORNER OF THE NE-NE-22-16-31; THENCE N 02° 29' 53" E 1328.38 FEET; THENCE N 88° 10' 51" W 634.49 FEET; THENCE N 02° 31' 05" E 196.86 FEET; THENCE N 68° 47' 48" E 693.00 FEET; THENCE N 02° 38' 14" E 2190.91 FEET; THENCE N 87° 59' 35" W 1328.01 FEET; THENCE N 02° 38' 08" E 1024.77 FEET; THENCE S 87° 50' 01" E 1328.58 FEET; THENCE N 02° 26' 30" E 427.56 FEET; THENCE S 88° 07' 16" E 485.49 FEET; THENCE S 02° 31' 57" W 134.73 FEET; THENCE S 88° 09' 28" E 838.95 FEET; THENCE N 02° 39' 27" E 35.37 FEET; THENCE S 87° 38' 03" E 165.22 FEET; THENCE S 01° 16' 36" W 100.27 FEET; THENCE N 87° 43' 53" W 100.00 FEET; THENCE S 02° 35' 30" W 107.94 FEET; THENCE S 02° 02' 58" W 32.29 FEET; THENCE S 80° 09' 54" W 8.59 FEET; THENCE S 57° 24' 31" W 44.28 FEET; THENCE S 40° 01' 32" W 53.46 FEET; THENCE S 53° 34' 58" W 42.73 FEET; THENCE S 66° 48' 10" W 41.57 FEET; THENCE S 83° 40' 38" W 26.01 FEET; THENCE S 02° 38' 22" W 30.06 FEET; THENCE N 87° 49' 23" W 1223.36 FEET; THENCE S 02° 19' 03" W 178.42 FEET; THENCE S 88° 08' 11" E 33.61 FEET; THENCE S 87° 43' 11" E 464.41 FEET; THENCE S 02° 22' 58" W 175.00 FEET; THENCE S 02° 22' 58" W 174.99 FEET; THENCE S 02° 22' 59" W 180.00 FEET; THENCE S 02° 22' 59" W 260.1 FEET; THENCE S 87° 42' 35" E 825.69 FEET; THENCE N 02° 39' 12" E 58.7 FEET; THENCE S 87° 43' 25" E 661.21 FEET; THENCE S 87° 43' 26" E 658.36 FEET; THENCE N 02° 35' 16" E 45.27 FEET; THENCE N 02° 35' 22" E 483.96 FEET; THENCE N 02° 35' 24" E 45.95 FEET; THENCE N 02° 35' 22" E 496.35 FEET; THENCE N 87° 42' 31" W 328.14 FEET; THENCE N 87° 17' 33" W 208.00 FEET; THENCE S 03° 03' 26" W 30.92 FEET; THENCE S 02° 32' 01" W 5.00 FEET; THENCE N 88° 03' 10" W 230.97 FEET; THENCE N 02° 22' 25" E 65.01 FEET; THENCE N 02° 29' 53" E 198.82 FEET; THENCE S 87° 38' 05" E 440.48 FEET; THENCE N 02° 37' 06" E 236.25 FEET; THENCE S 87° 35' 36" E 825.49 FEET; THENCE N 02° 54' 59" E 146.48 FEET; THENCE S 87° 46' 24" E 823.52 FEET; THENCE S 02° 35' 15" W 1300.29 FEET; THENCE S 02° 35' 17" W 431.54 FEET, TO THE POINT OF BEGINNING AND CONTAINING 405.47 ACRES, MORE OR LESS.



THE CITY OF FAYETTEVILLE, ARKANSAS

August 16, 2006

**NOTICE OF
UPCOMING ANNEXATION PUBLIC HEARING
SEPTEMBER 5, 2006 AT 6 P.M. (CITY COUNCIL MEETING)
ROOM 219
CITY ADMINISTRATION BUILDING
113 W. MOUNTAIN STREET**

Dear Resident/Property Owner:

On August 15, 2006, the Fayetteville City Council proposed an ordinance to annex lands that are surrounded by the City of Fayetteville as authorized by A.C.A. § 14-40-501, which contains 6.81 acres, more or less (see Exhibit A). You have been identified as a property owner within the proposed area for annexation and are being notified by certified mail about the right to appear at the public hearing on September 5, 2006 to present your views on the proposed annexation. The City Council will consider adopting the ordinance at the September 19, 2006 regularly scheduled Council meeting.

Annexing this unincorporated area will allow for the following:

- Compatibility in land use and development standards
- Ability to plan and construct future City capital improvements
- Ability to require the same level of infrastructure improvements required for new development within these areas as required within the City.

The following City services (including but not limited to) will be available after annexation:

- Trash service
- Police protection
- Fire protection
- Sewer service if available—any extensions of public or private lines to serve these areas will be the responsibility of the property owner/developer
- Curbside recycling and yard waste pick-up.

The current Fayetteville property tax millage impact of this annexation is an additional 3.1 mils for the City of Fayetteville. The current City of Fayetteville millage rate is:

0.4 mils police pension
0.4 mils fire pension
1.0 mil City Library (replaces the existing 1 mil County Library)
1.3 mils City General Fund

3.1 mils total

The impact to property owners in the annexed areas would be an additional 2.1 mils. The 1 mil City Library replaces the existing 1 mil County library. Your property value is based on 20% of the market value of real estate (subject to limits of Amendment 79). If the fair market value of real estate is \$100,000, it will have a value of $20\% \times \$100,000 = \$20,000$. Multiply \$20,000 by the additional millage and this will equal your additional tax: (Source: Washington County, AR)

1 mil is 1/10 of one cent (\$.001)

Additional 2.1 mils on a 100,000 home ($\$20,000 \times 0.0021$ mils) = additional \$42.00 in property tax

If you have any questions or need additional information regarding this proposed annexation, please contact Tim Conklin, Planning and Development Management Director at 575-8265.

Sincerely,

Tim Conklin
Planning and Development Management Director

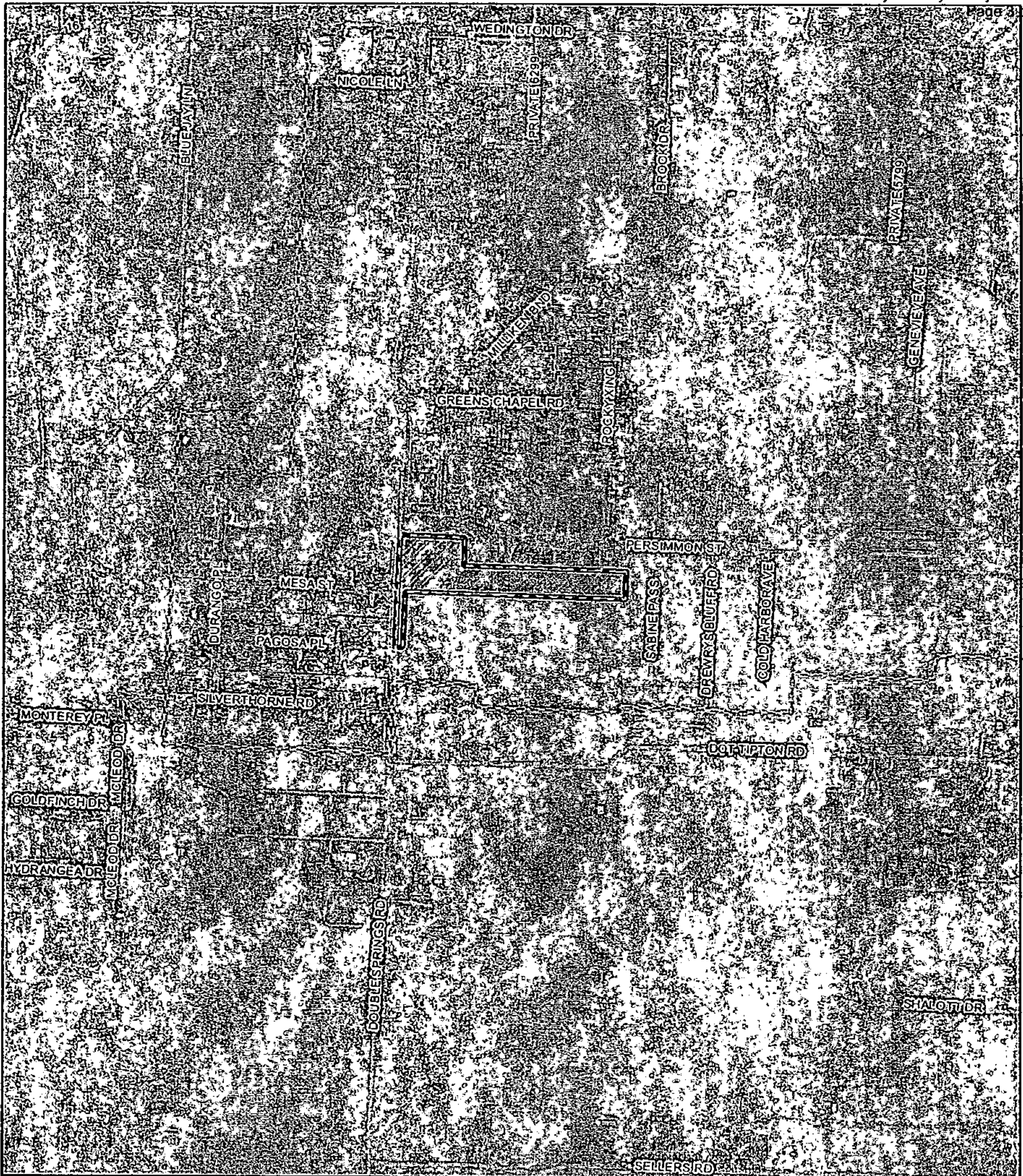


EXHIBIT A

0 500 1,000 2,000 Feet



Map Document (G:\GISWORK\Annexation_Spring_2006\Maps\ANNEXATION2_20060815.mxd)
8/15/2006 - 5:17:57 PM

EXHIBIT "B"
ANX 06-2224

A PART OF THE NE¼ OF THE NE¼ OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF NE-NE-15-16-31, THENCE S 02° 39' 19" W 494.07 FEET, TO THE POINT OF BEGINNING; THENCE S 02° 39' 20" W 161.71 FEET; THENCE N 88° 20' 14" W 1279.94 FEET; THENCE S 02° 26' 58" W 329.38 FEET; THENCE N 88° 16' 00" W 46.14 FEET; THENCE N 02° 37' 44" E 495.35 FEET; THENCE N 02° 37' 38" E 168.95 FEET; THENCE S 88° 00' 29" E 376.18 FEET; THENCE S 02° 25' 43" W 165.64 FEET; THENCE S 88° 00' 30" E 948.26 FEET, TO THE POINT OF BEGINNING AND CONTAINING 6.81 ACRES, MORE OR LESS.

DRAFT

Alexander Merry-Ship & Alt
Real Estate Group, Inc.
Real Estate Sales, Development
and Property Management

Richard Alexander, President
Rob Merry-Ship, Sr. Vice President

Sheree Alt, Sr. Vice President, Principal Broker
Jennifer Ellison, Business Manager

August 29, 2006

Mayor Dan Coody
City Council Members
Fayetteville, AR

Dear Mayor Coody and City Council Members,

I am writing as a representative of a majority (77%) of the property owners whose property is being considered for Downtown General Zoning in the present iteration of the Dover Kohl Downtown Master Plan now being considered by the City Council. The properties in question lie between Dickson St., Center St., School St. and Church St. (see attached Exhibit "A").

The majority of the owners of these properties would like the Council to know that they support Draft #3 of the Dover Kohl Master Plan, as previously submitted to the Planning Commission on December 8, 2005 and specifically that they support their properties inclusion in the Main Street Center zoning classification as set forth in Draft #3 of the plan, which has been approved by the Planning Commission.

In addition, the owners would like the Council to note that the majority of the properties in question are specifically not single family owner occupied. The actual usage breakdown of the properties is approximately: 45% business commercial, 20% medium to high density multi family residential, 20% single family, non-owner occupied, 9% single family, owner occupied, 5% vacant. So 91% of these properties are not single family, owner occupied, (see attached Exhibit "B").

It is also important for the Council to note that most of the property owners set forth in Exhibit "A" bought these properties in this location precisely because these properties were historically business/commercial or high density residential properties and most of these property owners bought these properties in this particular part of downtown precisely because it was historically mixed use and not a traditional single family owner occupied neighborhood. Again, and as a practical matter, these properties are bordered on almost all sides by very high density (Hillcrest Towers), business entertainment

Alexander Merry-Ship & Alt
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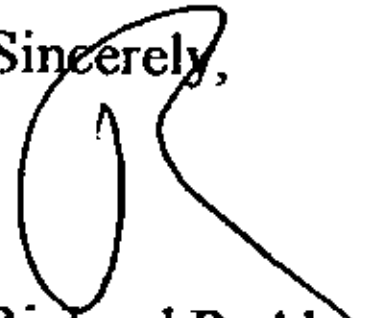
Alexander Merry-Ship & Alt
Real Estate Group, Inc.
Real Estate Sales, Development
and Property Management

Richard Alexander, President
Rob Merry-Ship, Sr. Vice President

Sherree Alt, Sr. Vice President, Principal Broker
Jennifer Ellison, Business Manager

(Walton Arts Center), or other business and commercial properties and uses located on
Dickson, Spring, Meadow, Church and Center Streets.

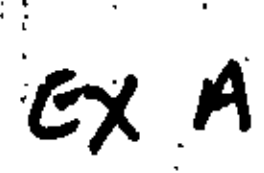
Sincerely,



Richard P. Alexander

RPA/jde

Cc: Dan Coody
Robert Reynolds
Brenda Thiel
Kyle Cook
Robert Rhoads
Bobby Ferrell
Shirley Lucas
Lionel Jordan



[illegible]

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
------	---------	-----------

House 2	217 N. East Ave.	GREG HOUSE
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Juanita Dunn	311 W. Spring	Juanita B. Dunn
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Luther J. Dunn III	311 W. Spring	Luther J. Dunn III
--------------------	---------------	--------------------

Christina Kling	515 Rebecca St., Fayetteville, AR	Christina Kling
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Jimmy C. Kling	515 Rebecca Fayetteville, AR	
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Kenton Ross DMD	106 N. Locust	Kenton A. Ross DMD
-----------------	---------------	--------------------

Marcia Donley	320 W MEADOW	MARCIA DONLEY
---------------	--------------	---------------

Jeffrey Alexander	121 N. School. Fayetteville, AR	
-------------------	---------------------------------	--

414 Meadow St

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
MARY MCCORMICK	115 N. Locust	Mary McCormick
Daniel McCormick	115 N. Locust	Daniel McCormick

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME

ADDRESS

SIGNATURE

Denele Campbell 13251 Green Rd
West Fork AR 72774

Property → Alley SSI

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties located within that zone be designated as Main Street/Center.

NAME	ADDRESS	SIGNATURE
Glen A. Truitt	6393 Tall Oaks Loop S	Glen A. Truitt
Vivian J. Truitt	Springdale, Ar. 72762	Vivian J. Truitt

Property located
@ 20 N. School

J+B Properties 103 School *[Signature]*
J+B Properties 109 School *[Signature]*

We, the undersigned, understand that the proposed Dover Kohl Downtown Master Plan zoning laws for downtown Fayetteville includes an area between Meadow, West, Spring and Church streets and west of West Avenue as identified in Exhibit A to be zoned Neighborhood Conservation.

We request that our properties^{*} located within that zone be designated as Main Street/Center.

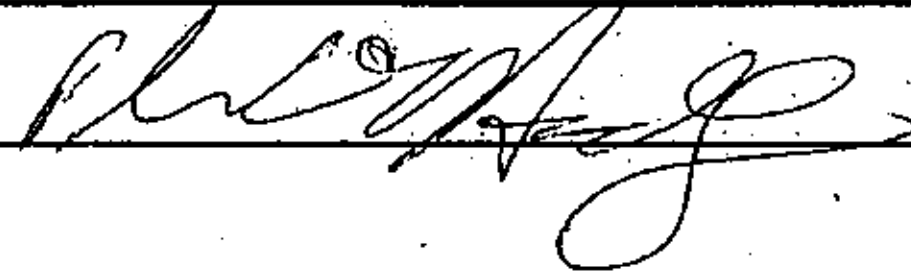
NAME

ADDRESS^{*}

SIGNATURE

PHILIP MADLEY

301 W. SPRING ST



[illegible]

Added at Agenda Session 8/29/06
ALDERMAN AGENDA REQUEST FORM

D. 11
Seven Hills Homeless Shelter, Inc. Lease
Page 1 of 20

FOR: COUNCIL MEETING OF SEPTEMBER 5, 2006

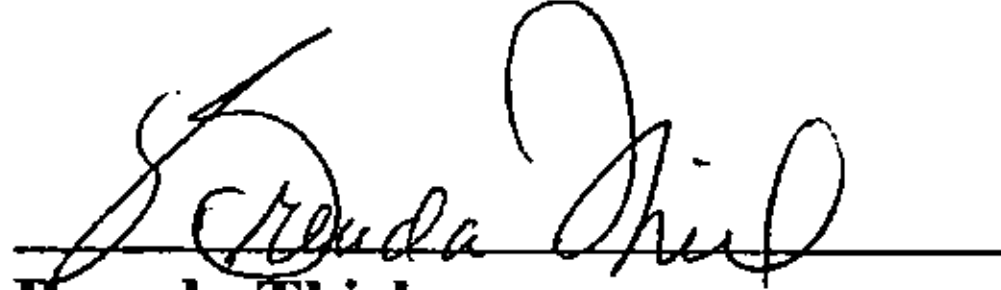
FROM:

ALDERMAN BRENDA THIEL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

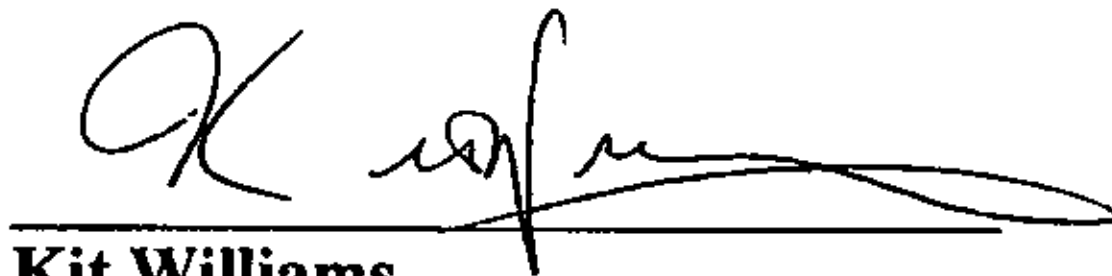
A Resolution To Amend The Lease With Seven Hills Homeless Shelter, Inc. To Allow Assignment Of A Leasehold Interest For A Mortgage And To Authorize The Mayor To Sign A Leasehold Mortgage

APPROVED FOR AGENDA:



Brenda Thiel
Alderman

8/29/06
Date



Kit Williams
City Attorney (as to form)

8-29-06
Date

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE LEASE WITH SEVEN HILLS HOMELESS SHELTER, INC. TO ALLOW ASSIGNMENT OF A LEASEHOLD INTEREST FOR A MORTGAGE AND TO AUTHORIZE THE MAYOR TO SIGN A LEASEHOLD MORTGAGE

WHEREAS, on December 7, 2004, the City of Fayetteville and Seven Hills Homeless Shelter, Inc. entered into a ninety-nine year lease so that Seven Hills could build and operate transitional housing to serve Fayetteville residents on city owned property; and

WHEREAS, increased construction expenses require Seven Hills to secure a construction loan of about \$700,000.00 to build their facility and to secure this loan with a Leasehold Mortgage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves amending the existing Lease with Seven Hills Homeless Shelter, Inc. (attached as Exhibit A) by deleting its paragraph 8. **Assignment** and replacing it with the following:

"8. Assignment. The City of Fayetteville shall allow Seven Hills Homeless Shelter, Inc. to enter into a Leasehold Mortgage to finance construction costs of the project. No other assignment and no subletting shall be allowed. Seven Hills remains responsible to furnish the services for Fayetteville residents required by this lease regardless of any mortgage."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Coody upon advice of City Attorney Williams to sign a Leasehold Mortgage as "Landlord" so that Seven Hills Homeless Shelter, Inc. can enter into such Leasehold Mortgage as "Mortgagor/Grantor" to secure a construction loan to build its project.

PASSED and APPROVED this 5th day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

LEASE AGREEMENT

This Agreement, made and entered into this 7th day of December, 2004, by and between the City of Fayetteville, Arkansas, Lessor, and Seven Hills Homeless Center, Inc. (hereinafter "Seven Hills"), Lessee, Witnesseth:

WHEREAS, Seven Hills is a non-profit agency established and dedicated to provide a Homeless Shelter and to provide transitional housing for the homeless; and,

WHEREAS, providing transitional housing to Fayetteville citizens and permanent supportive housing for persons with disabilities are valid public purposes; and,

WHEREAS, Seven Hills will provide such service to Fayetteville citizens so that these citizens can reestablish themselves, obtain employment, and move to private housing within a fairly short period of time and to disabled citizens for permanent supportive housing.

NOW, THEREFORE, the City of Fayetteville and Seven Hills agree as follows:

1. **Leased Premises.** For and in consideration of Seven Hills' promise to promptly provide transitional housing for needy, homeless Fayetteville citizens and permanent supportive housing and the covenants and agreements herein entered into and agreed upon by Seven Hills as obligations to the City of Fayetteville, the City lets, leases and demises unto Seven Hills, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas. (Attached as Exhibit A is the legal description and map.)

To have and to hold said premises unto the said Seven Hills for and during the term herein stated, subject to the covenants, terms and conditions herein contained.

2. **Term.** This lease shall commence on December 1, 2004, and shall extend for a term of Ninety-Nine (99) years, ending at midnight on November 30, 2103.

3. **Consideration.** The primary consideration for the City is Seven Hills' agreement in paragraph 4 to serve Fayetteville citizens by promptly constructing its transitional housing project.

4. **Use.** Seven Hills agrees to use the lease premises for the purpose of constructing, operating and maintaining a transitional housing facility. If at any time the property ceases to be used for this purpose, the lease shall terminate. Seven Hills agrees to furnish rent subsidized transitional housing for Fayetteville citizens and residents throughout this lease period. Seven Hills shall deliver quarterly written reports to the Mayor's office concerning the number of Fayetteville citizens/residents housed or otherwise assisted by Seven Hills.

5. **Improvements.** Seven Hills may make any such improvements as are necessary to carry out the service of providing rent subsidized transitional housing facilities. Design for any such improvements shall be approved by the City of Fayetteville. Upon termination of this lease, all improvements shall become the property of the City.

6. **Taxes.** Seven Hills shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

7. **Notices.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be directed to the following:

City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Seven Hills Homeless Center, Inc.
P.O. Box 474
Fayetteville, AR 72702-0474

8. **Assignment.** Seven Hills shall not assign this lease or sublet the lease premises without prior written consent of the City. Any such assignment or subletting shall in no way relieve Seven Hills from liability for the obligation imposed by this lease. Seven Hills may only be released from liability for the obligation imposed by this lease by a specific written release executed by the City.

9. **Insurance.**

A. Seven Hills shall be solely responsible for maintaining insurance on its property, including movables, trade fixtures, furniture, furnishings and inventory, as well as improvements to the property.

B. Seven Hills shall, during the term of this lease, maintain public liability insurance. The limits of such public liability insurance shall not be less than \$500,000.00 per person and \$500,000.00 per accident. The policy shall contain a clause that the insurer will not cancel or change the insurance without giving the City of Fayetteville, ten days prior written notice. A certificate of such insurance shall be delivered to the City.

10. **Maintenance.** Seven Hills shall be responsible for all maintenance, routine preventative or corrective, on any and all improvements made to the leased property. Sage House and Seven Hills shall cooperate and jointly equip, use and maintain the playground located between their leased premises.

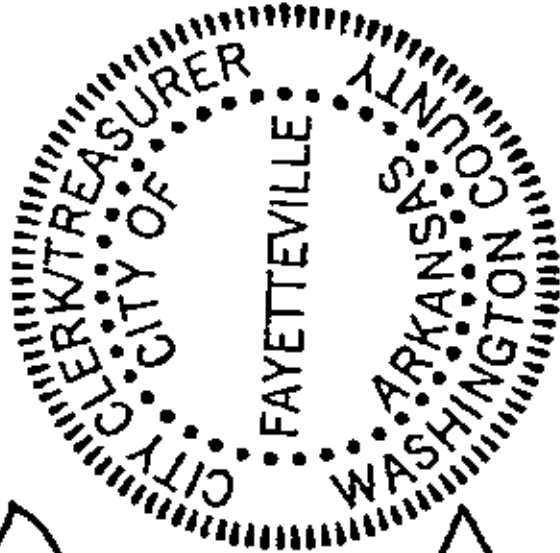
11. **Compliance with Laws.** Seven Hills agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. This agreement shall be governed by the laws of the State of Arkansas.

12. **Waste/Nuisance.** Seven Hills agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid premises. Further, Seven Hills agrees not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

13. **Title and Quiet Enjoyment.** The City of Fayetteville covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon the observance and performance of all the covenants, terms and conditions upon Seven Hills' part to be observed and performed, Seven Hills shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject to the terms and conditions of this lease.

14. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this the 7th day of December, 2004.



CITY OF FAYETTEVILLE, Lessor

By:

Dan Coody
DAN COODY, Mayor

ATTEST:

By:

Sondra Smith
Sondra Smith, City Clerk

SEVEN HILLS HOMELESS CENTER, INC., Lessee

By:

Lowell Grisham
LOWELL GRISHAM, President
Board of Directors of
Seven Hills Homeless Center, Inc.

ATTEST:

By:

Title:

Keith C. Housley
Notary Public
NOTARY PUBLIC, STATE OF ARKANSAS
WASHINGTON COUNTY
May 13, 2014

RESOLUTION NO. 199-04

SCANNED

A RESOLUTION TO APPROVE A LEASE OF CITY
PROPERTY TO SEVEN HILLS HOMELESS CENTER, INC.

WHEREAS, Seven Hills Homeless Center, Inc. is a nonprofit agency established and dedicated to provide homeless shelter, transitional housing and supportive housing for persons with disabilities; and

WHEREAS, Seven Hills Homeless Centers' services are badly needed, valid public purposes for Fayetteville residents; and

WHEREAS, the City Council has determined that the value of the services to be offered by Seven Hills Homeless Center to Fayetteville residents is sufficient and adequate consideration for the rental value of the city property to be leased to Seven Hills for this purpose.

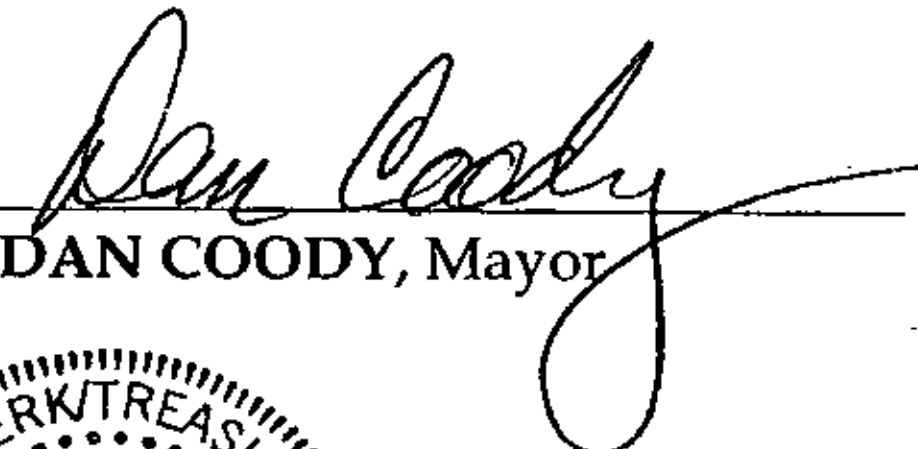
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby agrees to a long term lease of city property to Seven Hills Homeless Center, Inc. (Attached as Exhibit A) near Huntsville Road so it can construct transitional housing and supportive housing to serve Fayetteville residents.

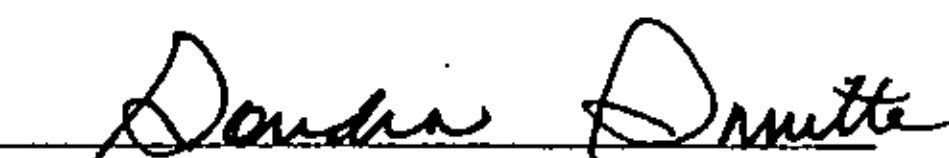
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Coody to sign the lease to Seven Hills Homeless Center, Inc. (attached as Exhibit A).

PASSED and APPROVED this 7th day of December, 2004.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA SMITH, City Clerk



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

D. 11
Seven Hills Homeless Shelter, Inc. Lease
Page 7 of 20

TO: **Dan Coody, Mayor**
City Council

FROM: **Kit Williams, City Attorney**

DATE: **August 29, 2006**

RE: **Seven Hills Lease Amendment**
Leasehold Mortgage

Alderman Thiel is presenting an Agenda item to amend the Seven Hills' Lease entered into on December 7, 2004. This amendment would allow Seven Hills to enter into a Leasehold Mortgage to finance the about \$700,000.00 they need to construct their project. The City would have to enter into this Mortgage also.

Attached is the form Leasehold Mortgage submitted by Arvest Bank. The only really objectionable provisions are in Paragraph 19 K. and L. Subparagraph K is an indemnification warranty that waives our sovereign immunity. It could create liability for Fayetteville when we are immune right now. I cannot recommend such assumption of liability. Subsection L waives all of the City's "claims and defenses" regarding the indemnity warranty and all other provisions of paragraph 19 (A through J). Again, I cannot recommend a contract with that language.

Other portions of this proposed Leasehold Mortgage has terms and conditions that are not favorable to Fayetteville, but none are so dangerous that I would have to recommend rejection (except for 19 K and 19L).

Please keep in mind that if you agree to allow Seven Hills to mortgage its ninety-nine year leasehold interest, you are accepting the risk that Seven Hills could default on this mortgage. Such a default could allow the banks to foreclose and "own" this 99 year leasehold interest.

The City would seek to require ANY Leasehold owner to abide by the lease to the extent of providing transitional housing service to Fayetteville residents, but this would be very confusing and messy if Seven Hills defaults. I certainly cannot assure you the City would not suffer some financial or property use loss if Seven Hills was not successful.

This instrument was prepared by ARVEST BANK
OPERATIONS, INC., P. O. BOX 1729, LOWELL, Arkansas
72745-1729

When recorded return to ARVEST BANK, P. O. BOX 1327,
FAYETTEVILLE, Arkansas 72702

Space Above This Line For Recording Data

LEASEHOLD MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage-Leasehold (Security Instrument) is August 25, 2006. The parties and their addresses are:

MORTGAGOR/GRANTOR:

SEVEN HILLS HOMELESS SHELTER, INC.
An Arkansas Corporation
PO BOX 474
FAYETTEVILLE, Arkansas 72702

LENDER/GRANTEE:

ARVEST BANK
Organized and existing under the laws of Arkansas
P.O. Box 1327
Fayetteville, Arkansas 72702

LANDLORD:

CITY OF FAYETTEVILLE, ARKANSAS
an Arkansas Corporation
113 W MOUNTAIN ST
FAYETTEVILLE, ARKANSAS

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and sells to Lender a security interest in and to all of Mortgagor's rights, title and interest in the Lease and Mortgagor's leasehold estate in and to the following described real property as security for the Secured Debts (all referred to as Property):

SEE EXHIBIT A

The property is located in WASHINGTON County at 1033 HUNTSVILLE ROAD, FAYETTEVILLE, Arkansas.

Landlord has leased the Property to Mortgagor pursuant to a lease (Lease) dated December 1, 2004 that will terminate on November 30, 2103. Lease includes all extensions, renewals, modifications and replacements. Landlord's acknowledgment and consent to this agreement is required. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$700,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 3458186, dated August 25, 2006, from Mortgagor to Lender, with a loan amount of \$700,000.00 and maturing on July 1, 2008. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor, when contractually or legally obligated, will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor and Landlord have the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or Landlord or to which either is a party.

Landlord warrants that Landlord owns the Property in fee simple and the Mortgagor has complied with all obligations owed Landlord by Mortgagor including the payment of all rent when due. Landlord and Mortgagor warrant that neither is in default under the Lease and that they will comply with all provisions of the Lease and this Security Instrument until the Secured Debts are fully paid and this Security Instrument is no longer in effect.

Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any

agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

11. LANDLORD CONSENT. Landlord consents to and acknowledges the assignment of all of Mortgagor's rights, title and interest in the Property. In the event of default, Landlord will not unreasonably withhold any consent necessary for Lender to exercise any remedy.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of the Lease. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development, as amended, including the timely payment of dues and assessments. In addition, except with the written approval of Lender, Mortgagor will not partition or subdivide the Property; abandon or terminate the condominium or planned unit development project; terminate professional

management; or amend any provision of the covenants, by-laws or regulations of the condominium or planned unit development if the provision benefits Lender.

15. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Modification. Mortgagor and Landlord modify, terminate or replace the Lease without prior written consent of Lender.

H. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

I. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

J. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

K. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

L. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

M. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

N. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

O. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. DEFAULT UNDER LEASE. If Mortgagor defaults under any term of the Lease, Landlord agrees to notify Lender in writing of the default before exercising any rights or remedies available to Landlord as a result of the default. In addition, Landlord agrees that Lender will have the right to cure any default within 30 days of receipt of such notice unless the nature of the default is such that it cannot be cured within 30 days, in which case Lender will have a reasonable time to cure so long as Lender exercises reasonable diligence in affecting such cure.

During the applicable cure period, Landlord agrees that Landlord will take no action to exercise any rights or remedies available under the Lease or by law as a result of such default without Lender's prior written consent.

In the event Lender cures any default by Mortgagor under the Lease, Mortgagor agrees to indemnify and hold Lender harmless from any expenses incurred by Lender to cure or contest the default under the Lease. Mortgagor agrees that Lender shall be subrogated to all the rights and remedies of the Landlord under the Lease. Lender is not responsible for any prior default of Mortgagor under the Lease and in no way assumes or guarantees Mortgagor's performance under the Lease.

At Lender's option, Lender may:

- A. Contest any allegations by Landlord of default under the Lease.
- B. Cure the default and retain Mortgagor in possession of the Property.
- C. Cure the default and foreclose by subrogation to Landlord's rights against Mortgagor's interest in the Property and assume all responsibilities of Mortgagor under the Lease.

17. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Upon the exercise of these or any other remedies Lender may do such remodeling, renovation and repairs to the Property as Lender may deem necessary, subject to the terms and conditions of the Lease.

If Lender exercises any remedy, Lender shall be obligated to Landlord under the terms of the Lease only for the time Lender is in possession of the Property. Lender shall have no further obligation to Landlord and shall be deemed to be released by Landlord from the terms of the Lease when Lender relinquishes possession of the Property. Lender shall have no obligation to undertake any further remedies whatsoever and has no obligation to Mortgagor to cure any defaults under the Lease, except as specifically and expressly undertaken by Lender.

18. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees (as determined under Ark. Code Ann. §16-22-308), court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of

the payment until paid in full at the same interest rate in effect as provided in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor and Landlord represent, warrant and agree that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, neither Landlord nor Mortgagor has or will cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Landlord and Mortgagor agree to immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor or Landlord will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and Landlord have no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Landlord, Mortgagor or any tenant of any Environmental Law. Landlord and Mortgagor agree to immediately notify Lender in writing as soon as either party has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor and Landlord will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to

determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Landlord, Mortgagor, or any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Landlord and Mortgagor agree to indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor and Landlord will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's

rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

22. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. CO-SIGNERS. If Mortgagor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Arkansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each party's obligations under this Security Instrument are independent of the obligations of any other party. Lender may sue each Mortgagor or Landlord individually or together with any other Mortgagor or Landlord. Lender may release any part of the Property and Mortgagor and Landlord will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Mortgagor, Landlord and Lender.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor, Landlord and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first

class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor and Landlord agree to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

29. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisalment, sale, redemption and homestead exemption rights relating to the Property under the laws of the State of Arkansas, especially under § 18-49-106. To the extent applicable, Mortgagor relinquishes all rights of curtesy and dower in the Property.

30. CONSTRUCTION LOAN. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property. Mortgagor and Lender agree that the loan proceeds are to be used for the purpose of paying all direct and indirect costs of construction. Mortgagor agrees that Lender is not the trustee for the benefit of the contractor, subcontractor or materialmen and that such contractor, subcontractor or materialmen do not have equitable liens on the loan proceeds and that they do not have third-party beneficiary status to any of the loan proceeds. Lender is obligated to make the construction advances. The construction advances shall be applied by Mortgagor to the payment of all direct and indirect costs of construction. Notice is hereby given that to the full extent permitted under Ark. Stat. Ann. § 18-44-110, the lien of this Security Instrument will have priority over any statutory liens on account of labor and material supplied for construction.

SIGNATURES. By signing, Mortgagor and Landlord agree to the terms and covenants contained in this Security Instrument. Mortgagor and Landlord also acknowledge receipt of a copy of this Security Instrument.

MORTGAGOR:

SEVEN HILLS HOMELESS SHELTER, INC.

By _____
LOWELL GRISHAM, PRESIDENT

LANDLORD:

CITY OF FAYETTEVILLE, ARKANSAS

By _____
DAN COODY, MAYOR

ACKNOWLEDGMENT.

(Business or Entity)

_____, OF _____, _____ OF _____ ss.
On this the _____ day of _____, before me,
_____, the undersigned officer, personally appeared LOWELL
GRISHAM, who acknowledged himself/herself/themselves to be the PRESIDENT of SEVEN
HILLS HOMELESS SHELTER, INC. a corporation, and that he/she/they, as such officers, being
authorized so to do, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation as such officers.
In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

(Notary Public)

(Business or Entity)

____ OF _____ OF _____ ss.
On this the _____ day of _____, before me,
COODY, who acknowledged himself/herself/themselves to be the MAYOR of CITY OF
FAYETTEVILLE, ARKANSAS a corporation, and that he/she/they, as such MAYOR, being
authorized so to do, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself/herself/themselves as MAYOR.
In witness whereof, I hereunto set my hand and official seal.

My commission expires:

(Notary Public)

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JCP*

Date: August 30, 2006

Subject: Easement Vacation for Paradise Point (VAC 06-2221)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating the utility easements filed for record on Lots 1 and 2 of Sexton Point final plat.

BACKGROUND

The subject property consists of Lots 1 and 2 of Sexton Point final plat and contains approximately 1.55 acres located west of Crossover Road. It is south of AHEC and surrounded by a golf course to the west and south. On November 28, 2005, the Planning Commission voted 9-0-0 to recommend forwarding a rezoning and large scale development approval for a mixed use development within a unique R-PZD zoning district to the City Council. The City Council approved the R-PZD on January 3, 2006 with all conditions and recommendations made by the Planning Commission and a modification to the access was approved in March of 2006. The approval of the large scale development was conditioned upon vacation of a utility easement on which the structure was proposed.

The applicant is in the process of requesting building permit approval for this development. Prior to receiving a permit the existing utility easement must be vacated, for the building encroaches into the existing easement. Therefore, the applicant requests to vacate the 25' utility easement that is located on the property.

The applicant shall file an easement plat prior to issuance of a building permit to replace all necessary easements to serve all utility company and city services. Neither the utility representatives nor the city service representatives had any objections to the requested vacations.

DISCUSSION

Notification was provided to all appropriate utility representatives and to the City. Though submitted through the City's required vacation review process, this item was not heard by the Planning Commission; thus, no discussion or vote has been forwarded.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE WAIVING CHAPTER 171.05 (C) OF THE UNIFIED DEVELOPMENT CODE AND APPROVING VAC 06-2221 SUBMITTED BY KIRK ELSASS FOR PARADISE POINT LOCATED ON LOTS 1 AND 2 OF SEXTON POINT FINAL PLAT, VACATING 0.30 ACRE PORTION OF THE UTILITY EASEMENT LOCATED WITHIN THE SUBJECT PROPERTY.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville hereto waives Chapter 171.05 (C), Procedure for Closing Utility Easements and Street Rights-of-way, waiving the requirement for a recommendation by the Fayetteville Planning Commission concerning said vacation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 3: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "B" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 4: That this vacation approval is subject to the following conditions of approval and shall not be in effect until all conditions are met therein:

1. The vacation of said utility easement is subject to the dedication of new easements to the City of Fayetteville for future water and sewer use. New easement location and size shall be determined by the City of Fayetteville and recorded prior to issuance of a building permit.
2. Any relocation of existing utilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
VAC 06-2221

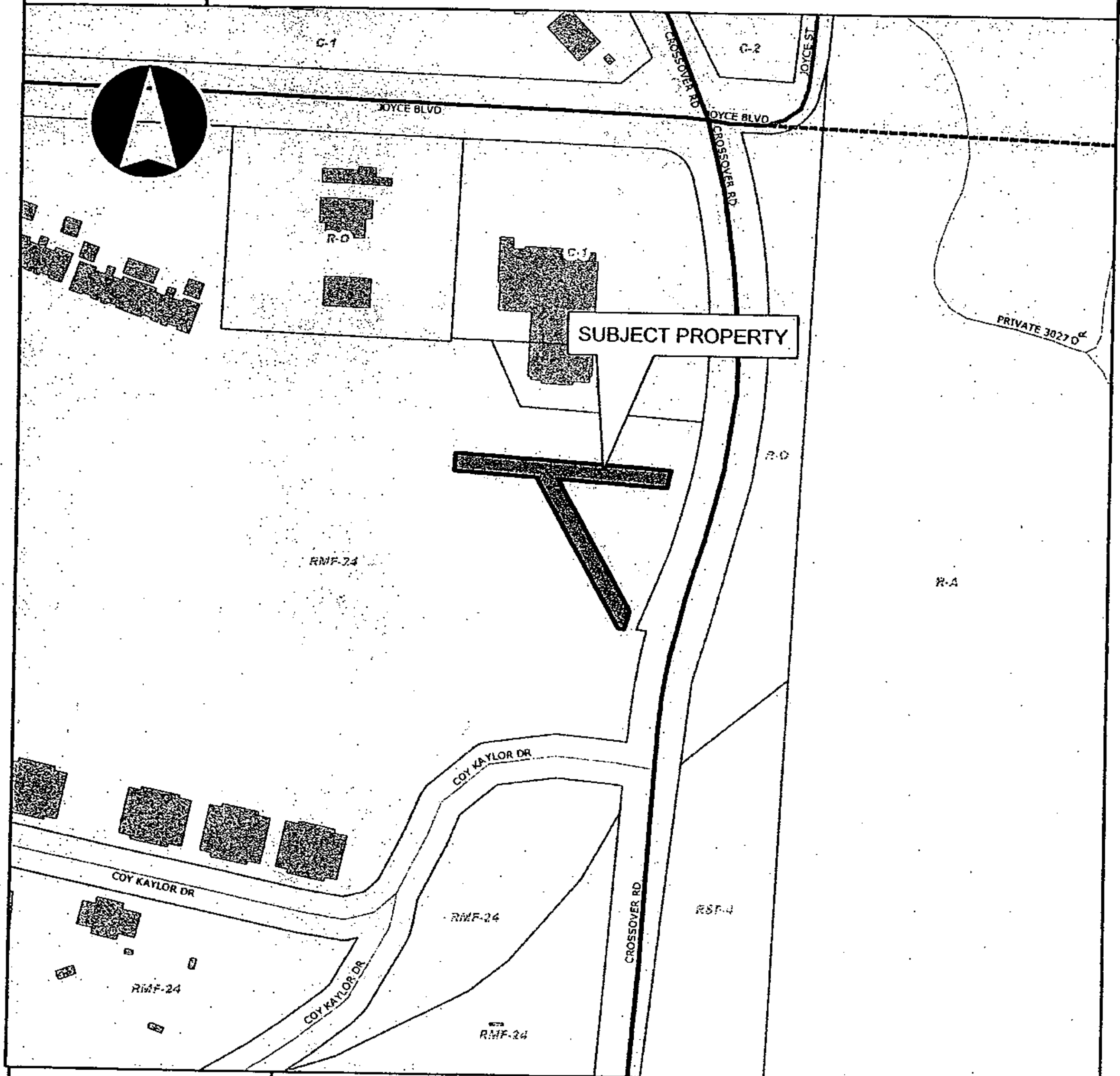
**LEGAL DESCRIPTION FOR UTILITY EASEMENT TO BE VACATED ON LOTS 1
AND 2 OF SEXTON POINT (NOW NAMED PARADISE POINT):**

A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOT 1, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°58'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°58'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°58'47" E, 296.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES MORE OR LESS.

VAC06-2221

Close Up View

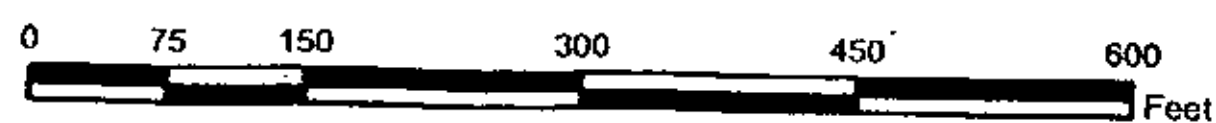
EXHIBIT "B" PARADISE POINT



Overview

Legend

- ○ ○ ○ ○ Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - Baseline Profile
- Fayetteville
- Outside City
- VAC06-2221
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District





City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Attn: Planning Staff
Re: Paradise Point Easement Vacation

Dear Staff,

This correspondence is a written description of the petition to vacate a portion of an existing utility easement lying on Lots 1 and 2 of Sexton Point (Paradise Point) in Fayetteville, Arkansas. The current owner of the property is Paradise Point LLC. A residential / commercial PZD, currently in the city review process, will encompass lots 1 and 2 of Sexton Point. The presence of the utility easement splits this property in half and creates some design challenges which could be resolved by rededicating utility easement space further south, allowing a building to be placed in the easement to be vacated. We have provided the utility companies with assurances that new utility easements will be dedicated with the proposed development and the owner will incur the cost of relocating any existing utilities within the easement.

Thank you for your consideration in this matter. If you should have any questions or comments, please call me at 582-4234.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Thompson', is written over a horizontal line.

Jeremy Thompson, P.E.
Project Engineer
H2 Engineering, Inc.

PETITION TO VACATE A UTILITY EASEMENT

PETITION TO VACATE A UTILITY EASEMENT LOCATED ON LOTS 1 AND 2 OF SEXTON POINT (PARADISE POINT) IN FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the utility easement hereinafter sought to be abandoned and vacated, lying on Lots 1 and 2 of Sexton Point (Paradise Point) in Fayetteville, Arkansas, a municipal corporation, petition to vacate a utility easement which is described as follows:

SURVEY DESCRIPTION:

A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOTS 1 AND 2, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°05'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°05'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°05'47" E, 296.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES MORE OR LESS.

That the abutting real estate affected by said abandonment of the utility easement are adjacent to Lots 1 and 2 of Sexton Point (Paradise Point) in Fayetteville, Arkansas used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that the above described real estate be used for their respective benefit and purpose as now approved by law. The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said utility easement.

Dated: 3/13/06

Printed Name: KIRK ELSASS

Signature: [Handwritten Signature]

Printed Name: _____

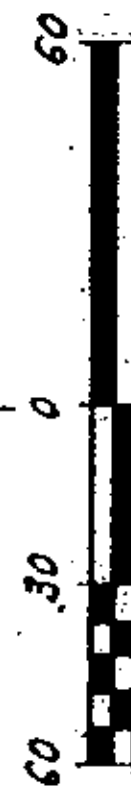
Signature: _____

RECORDED SEXTON POINT FINAL PLAT

[Hatched Box] = easement proposed to be vacated.

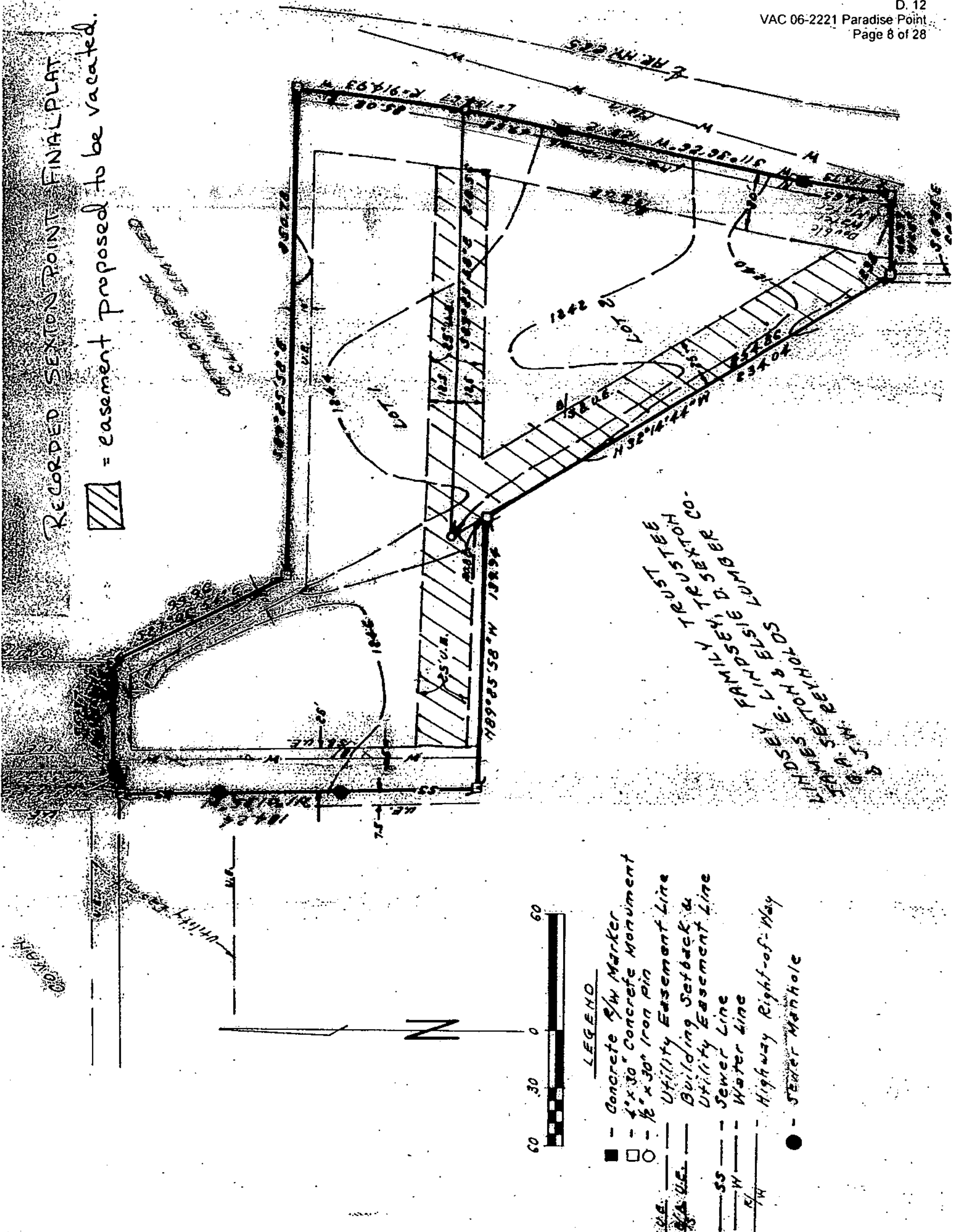
OFFSHORE OF PARADISE LUMBER CO. TRUSTEE

PARADISE LUMBER CO. TRUSTEE
FAMILY TRUST
PARADISE LUMBER CO. TRUSTEE
FAMILY TRUST
PARADISE LUMBER CO. TRUSTEE
FAMILY TRUST



LEGEND

- Concrete S/W Marker
- 4' x 30" Concrete Monument
- 1/2" x 30" Iron Pin
- Utility Easement Line
- Building Setback & Utility Easement Line
- SS --- Sewer Line
- W --- Water Line
- HW --- Highway Right-of-Way
- Sewer Manhole



Paradise Point

Added at
Agenda Session 8/29/06



ENGINEERING, INC.

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Attn: Planning Staff
Re: Paradise Point Easement Vacation

Dear Staff,

This correspondence is a written description of the petition to vacate a portion of an existing utility easement lying on Lots 1 and 2 of Sexton Point (Paradise Point) in Fayetteville, Arkansas. The current owner of the property is Paradise Point LLC. A residential / commercial PZD, currently in the city review process, will encompass lots 1 and 2 of Sexton Point. The presence of the utility easement splits this property in half and creates some design challenges which could be resolved by rededicating utility easement space further south, allowing a building to be placed in the easement to be vacated. We have provided the utility companies with assurances that new utility easements will be dedicated with the proposed development and the owner will incur the cost of relocating any existing utilities within the easement.

Thank you for your consideration in this matter. If you should have any questions or comments, please call me at 582-4234.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Thompson', written over a horizontal line.

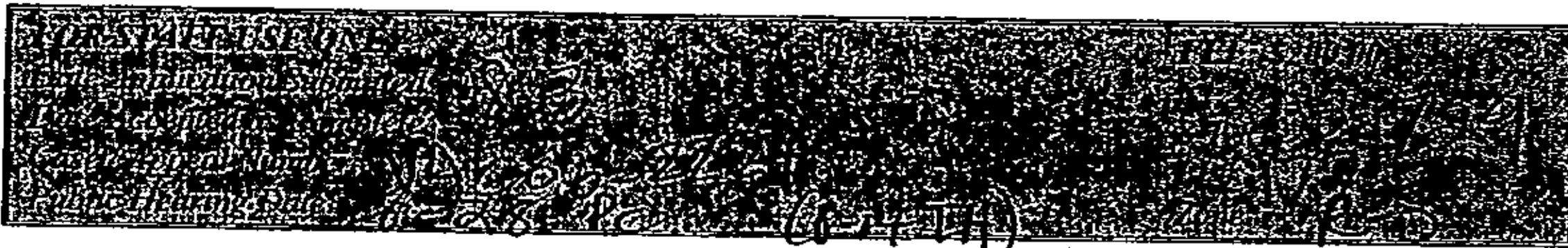
Jeremy Thompson, P.E.
Project Engineer
H2 Engineering, Inc.

CITY OF FAYETTEVILLE, ARKANSAS
**Right-of-Way, Easement or Alley
VACATION**

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative



Applicant (person making request):

Name- Kirk Elsass

E-mail- kirkelsass@aol.com

Address- 3900 Front Street
Fayetteville, AR 72703

Phone- (479) 841-4321
()

Fax- (479) 527-8835

Representative (engineer, surveyor, realtor, etc.):

Name- H2 Engineering, Inc.

E-mail-

Address- 2758 Millennium Dr.
Suite 1
Fayetteville, AR 72703

Phone- (479) 582-4234
()

Fax- (479) 582-9254

Site Address / Location: Sexton Point Lots 1&2, (Paradise Point)

Current Zoning District: RMF-24

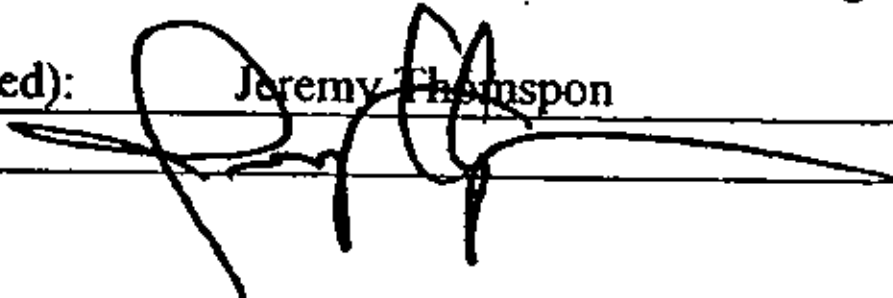
Assessor's Parcel Number(s) for subject property: 765-17043-000 & 765-17044-000

Financial Interests

The following entities and / or people have financial interest in this project:

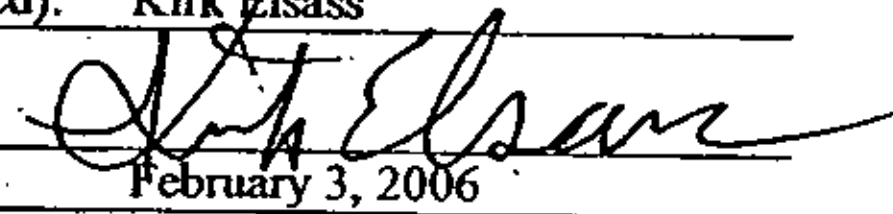
Kirk Elsass

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): Jeremy Thompson Date: February 2, 2006
Signature: 

PROPERTY OWNER(S) AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner (s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): <u>Kirk Elsass</u>	Address- <u>3900 Front Street</u>
Signature: <u></u>	<u>Fayetteville, AR 72703</u>
Date: <u>February 3, 2006</u>	Phone- <u> </u>
	(479) <u>841-4321</u>

Name (printed): <u> </u>	Address- <u> </u>
Signature: <u> </u>	<u> </u>
Date: <u> </u>	Phone- <u> </u>
	() <u> </u>

BRONSON ABSTRACT CO., INC.



Abstracts

Title Insurance

Escrows

3810 Front Street
Suite 5
Fayetteville, AR 72703
479 442-2700
Telecopier
479 442-8475

February 9, 2006

H2 Engineering, Inc.
2758 Millenium Drive, Suite 1
Fayetteville, AR 72703
Facsimile 479-582-9254

Re: Adjacent property ownerships – Paradise Point, LLC

To Whom It May Concern:

Our firm has conducted a search of the records of Washington County, Arkansas, as to the names of the adjacent property ownership of tax parcels # 765-17043-000 and 765-17044-000 which are currently owned by Paradise Point, LLC.

The property on the South and West of the aforesaid land is currently being shown as owned by Lindsey Family Trust, James E. Lindsey, trustee (a 1/3 interest), J. W. Reynolds Lumber Company, a partnership (a 1/3 interest) and G. A. Sexton and Elsie D. Sexton, husband and wife, (a 1/3 interest). The tax parcel number is 765-17

Please contact me if you need additional information.

Sincerely,

Scott Bronson
Chief Operating Officer

PETITION TO VACATE A UTILITY EASEMENT

PETITION TO VACATE A UTILITY EASEMENT LOCATED ON LOTS 1 AND 2 OF SEXTON POINT (PARADISE POINT) IN FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the utility easement hereinafter sought to be abandoned and vacated, lying on Lots 1 and 2 of Sexton Point (Paradise Point) in Fayetteville, Arkansas, a municipal corporation, petition to vacate a utility easement which is described as follows:

SURVEY DESCRIPTION:

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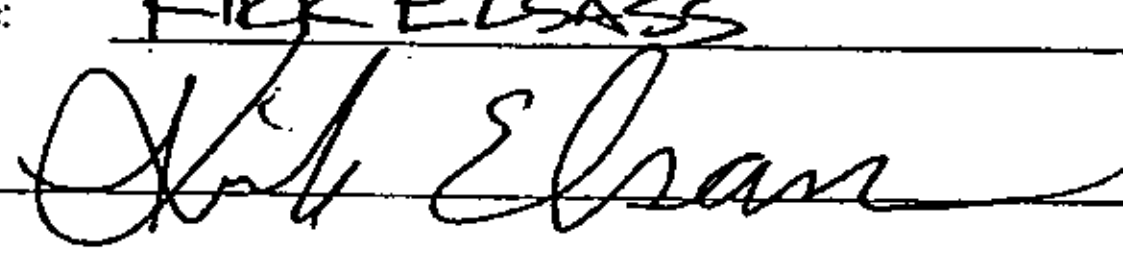
That the abutting real estate affected by said abandonment of the utility easement are adjacent to Lots 1 and 2 of Sexton Point (Paradise Point) in Fayetteville, Arkansas used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that the above described real estate be used for their respective benefit and purpose as now approved by law. The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said utility easement.

Dated: 3/13/06

Printed Name: KIRK ELSASS

Signature: 

Printed Name: _____

Signature: _____

09-0035
(Paradise Point)

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: February 2, 2006

Address / location of vacation: Sexton Point, Lots 1 & 2 (Paradise Point)

Adjacent property address: 1183 Joyce Street Blvd, Ste 2, Fayetteville, AR 72703

REQUESTED VACATION:

I have been notified of the petition to vacate the following easement, described as follows:

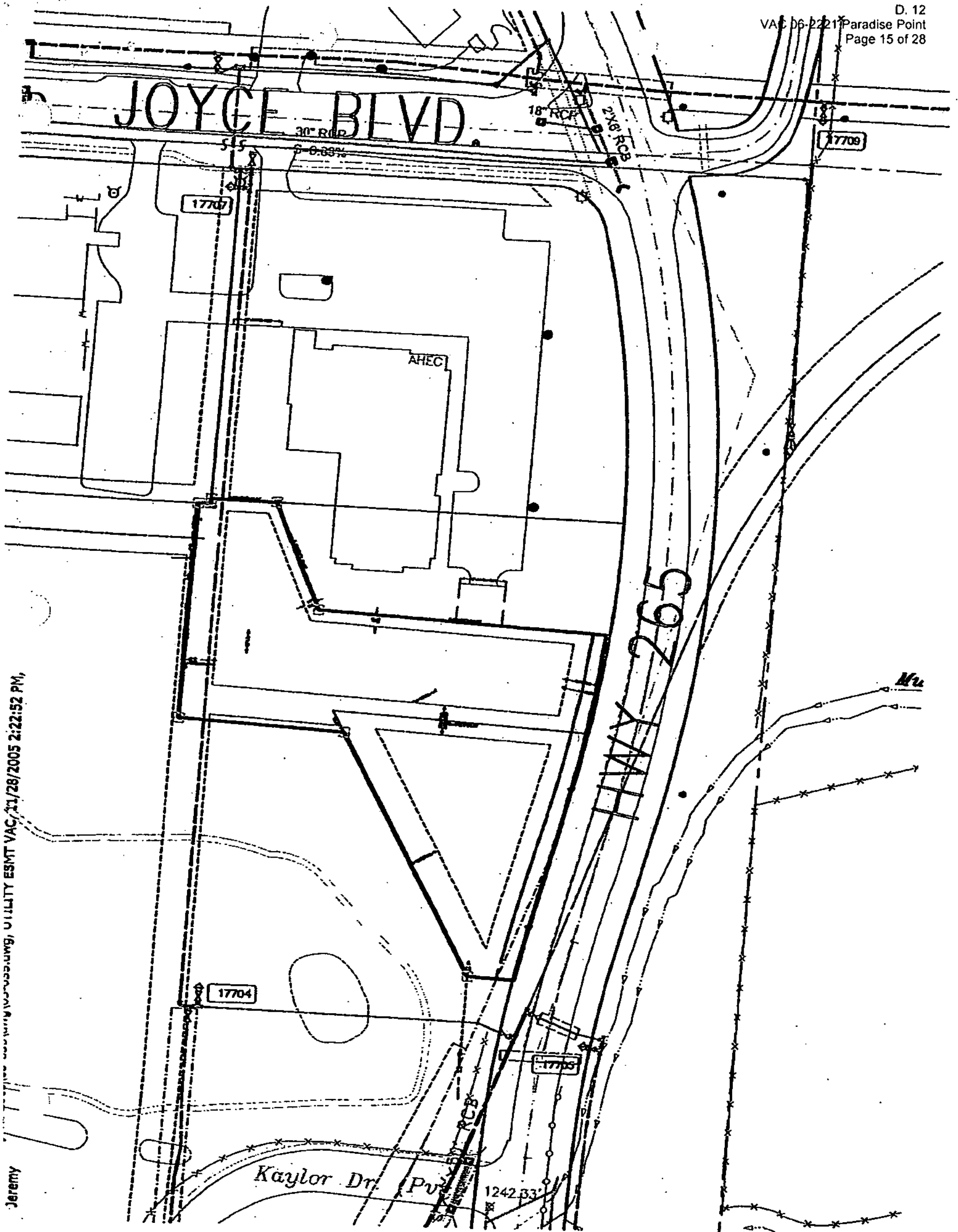
A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOTS 1 AND 2, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°58'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°58'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°58'47" E, 296.37 FEET TO THE POINT OF BEGINNING.

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☐ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

Name of Property Owner (printed)

Signature of Property Owner



Jeremy
Utility ESMT VAC 2/1/28/2005 2:22:52 PM,

U.S. Postal Service
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$ 0.39
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 4.64

UNIT ID: 0190
Postmark Here
Clerk: KCOQPG
02/03/06

Sort To
Street, Apt
or PO Box
City, State
PS Form

LINDSEY FAMILY TRUST
1183 JOYCE BLVD STE 2
FAYETTEVILLE AR 72703

7005 0390 0003 0728 7580



***** WELCOME TO *****
Clarence B Craft Station
Fayetteville, AR 72703-5199
02/03/06 09:45AM

Store USPS Trans 8
Wkstn sys5003 Cashier KCOQPG
Cashier's Name ANNA
Stock Unit Id WINANNA
PO Phone Number 479-973-0875
USPS # 0451330190

1. First Class 4.64
Destination: 72703
Weight: 0.80 oz.
Postage Type: PVI
Total Cost: 4.64
Base Rate: 0.39
SERVICES
Certified Mail 2.40
70050390000307287580
Rtn Recpt (Green Card) 1.85

Subtotal 4.64
Total 4.64

VISA 4.64

<23-902846518-97>

VISA
ACCT. NUMBER
XXXX XXXX XXXX 1971
AUTH 017530 CREDIT TRANS # 303
CLERK ID
10

ALL SALES FINAL ON STAMPS AND POSTAGE.
REFUNDS FOR GUARANTEED SERVICES ONLY.

Number of Items Sold: 1

Thank You
Please come again!

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: ARKANSAS WESTERN GAS

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: SEXTON POINT LOTS 1 & 2

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature]
Signature of Utility Company RepresentativeNW Regional Manager
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8-17-2005

UTILITY COMPANY: CLARKS ELECTRIC COOP

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: SEXTON POINT LOTS 1 & 2

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Chas Melton
Signature of Utility Company Representative

Lead Staking Tech
Title



Lynda Palmer
Manager-Engineering (ROW)
Right-of-Way
(501) 373-5255 Phone
(501) 373-4634 Fax
lynda.palmer@sbc.com

SBC Southwestern Bell
Telephone Company
1111 West Capitol, 941
Little Rock, AR 72201

December 21, 2005

H2 Engineering, Inc.
Attn: Jeremy Thompson
2758 Millennium Drive
Suite 1
Fayetteville, AR 72703

Dear Mr. Thompson:

RE: Easement reduction - Charleston Place S/D - Fayetteville

Please find enclosed SBC Southwestern Bell Telephone's concurrence in your request to relinquish our interest in the above referenced area.

This concurrence must be recorded at the Washington County Courthouse in the Circuit Clerk's office to be complete and legal. I would appreciate you returning a copy of the document to me at the above address for my files.

If you have any questions or comments, please call me at 501-373-5255.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Palmer".

attachments



CONCURRENCE TO RELEASE A DEDICATED UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. SBC Arkansas, hereby concurs in the release of a dedicated utility easement, to-wit:

A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOTS 1 AND 2, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°58'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°58'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°58'47" E, 296.37 FEET TO THE POINT OF BEGINNING.

Signed and executed this 21st day of December, 2005.

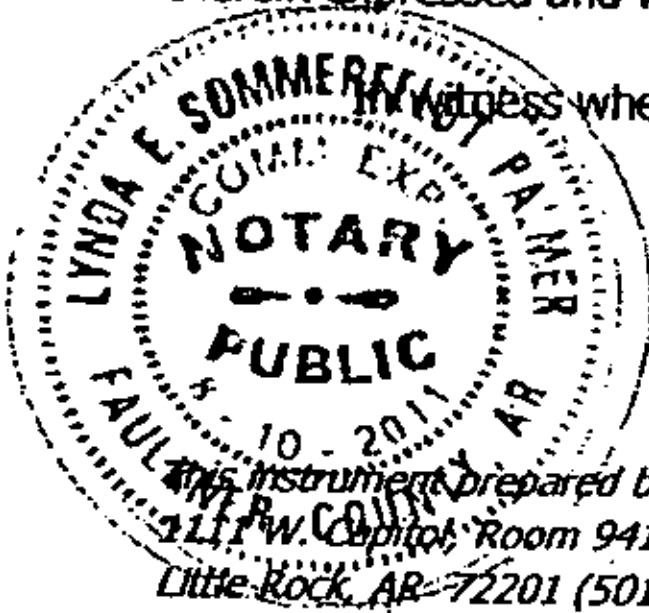
By: *F. Jean Davis*
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF FAULKNER

On this the 21 day of December, 2005, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. SBC Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

In witness whereof I hereunto set my hand and official seal.



Lynda E. Sommerfeldt Palmer
Lynda E. Sommerfeldt Palmer
Notary Public in and for Faulkner Co.
My commission expires 8/11/2011

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 12-8-05

UTILITY COMPANY: SWEPCO

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address: SEXTON POINT LOTS 1 & 2

(Include legal description and graphic representation of what is being vacated)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

This area is not in SWEPCO service area

Kenny Sullivan
Signature of Utility Company Representative

Right of Way Agent SWEPCO
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: Cox CABLE

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address: SEXTON POINT LOTS 1+2

(*Include legal description and graphic representation of what is being vacated*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature]
Signature of Utility Company/Representative

Planner
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: February 3, 2006

UTILITY COMPANY: Fayetteville Street Dept. c/o Perry Franklin

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:
Sexton POINT, Lots 1&2, (Paradise Point)

**LEGAL DESCRIPTION FOR UTILITY EASEMENT TO BE VACATED ON LOTS 1 AND 2 OF
SEXTON POINT (NOW NAMED PARADISE POINT):**

A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOTS 1 AND 2, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°58'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°58'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°58'47" E, 296.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES MORE OR LESS.

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Perry Franklin
Signature of Utility Company Representative

3/15/06

Transportation Supt. City of Fayetteville
Title

3/15/06
Date

575 8227

RECEIVED

MAR 20 2006

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: February 3, 2006

UTILITY COMPANY: Fayetteville Solid Waste Dept. c/o Travis Dotson

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:

Sexton POINT, Lots 1&2, (Paradise Point)

**LEGAL DESCRIPTION FOR UTILITY EASEMENT TO BE VACATED ON LOTS 1 AND 2 OF
SEXTON POINT (NOW NAMED PARADISE POINT):**

A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOTS 1 AND 2, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°58'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°58'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°58'47" E, 296.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES MORE OR LESS.

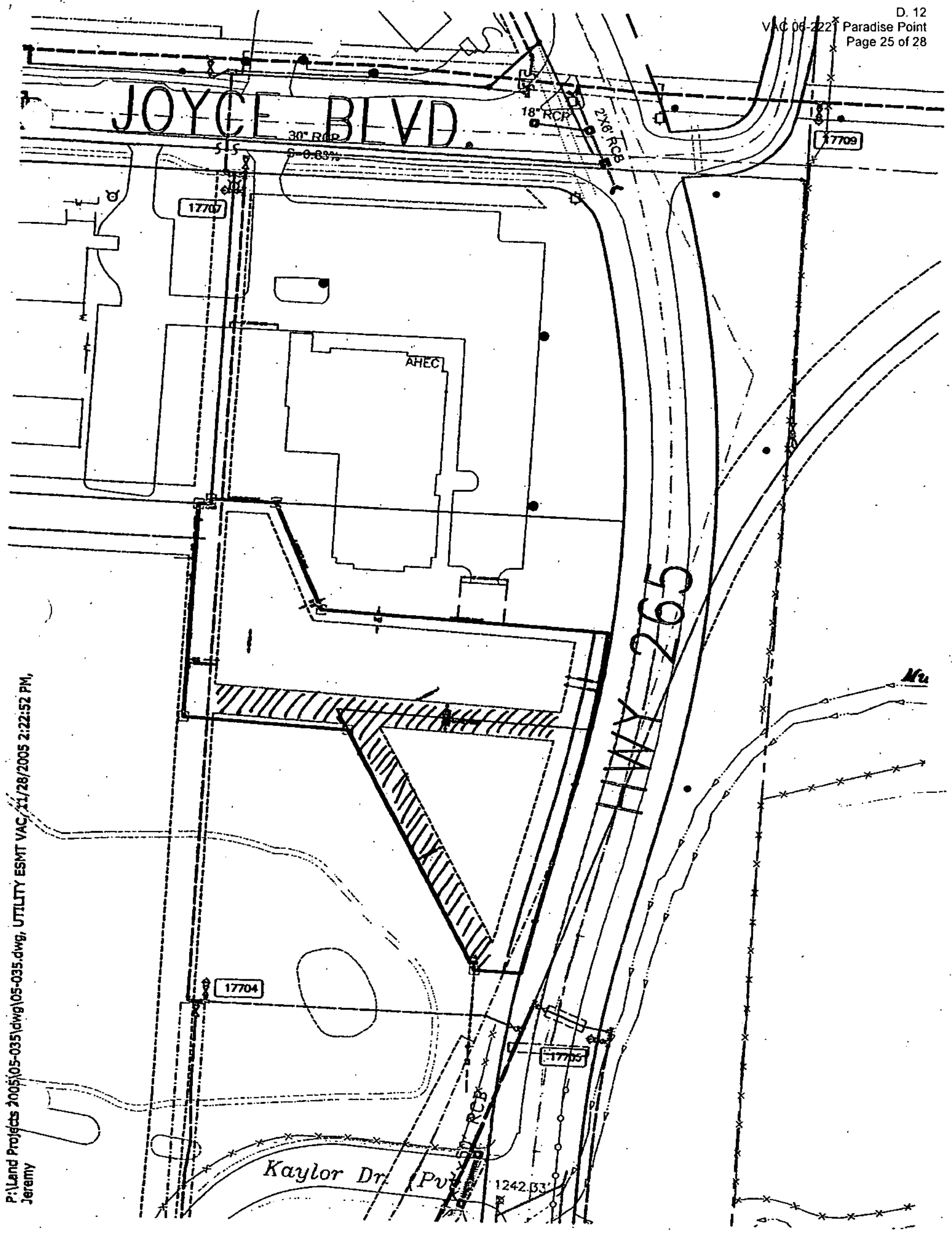
UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

[Signature]
Signature of Utility Company Representative

Commercial Solid Waste Rep
Title

02/09/06
Date



P:\Land Projects 2005\05-035\dwg\05-035.dwg, UTILITY ESMT VAC, 11/28/2005 2:22:52 PM,
Jeremy

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: February 3, 2006

UTILITY COMPANY: Fayetteville Water & Sewer Dept. c/o Dave Jergens

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:

Sexton POINT, Lots 1&2, (Paradise Point)

**LEGAL DESCRIPTION FOR UTILITY EASEMENT TO BE VACATED ON LOTS 1 AND 2 OF
SEXTON POINT (NOW NAMED PARADISE POINT):**

A PART OF LOTS 1 AND 2 OF THE FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID LOTS 1 AND 2, RUN S 29°42'40" W, 79.92 FEET TO THE POINT OF BEGINNING, THENCE S 13°04'59" E, 25.32 FEET; N 85°58'47" W, 150.09 FEET; S 28°47'33" E, 210.17 FEET; S 15°07'08" W, 25.59 FEET; N 86°33'20" W, 8.71 FEET; N 28°45'55" W, 240.08 FEET; N 85°58'47" W, 111.85 FEET; N 02°25'36" E, 25.01 FEET; S 85°58'47" E, 296.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES MORE OR LESS.

UTILITY COMPANY COMMENTS:

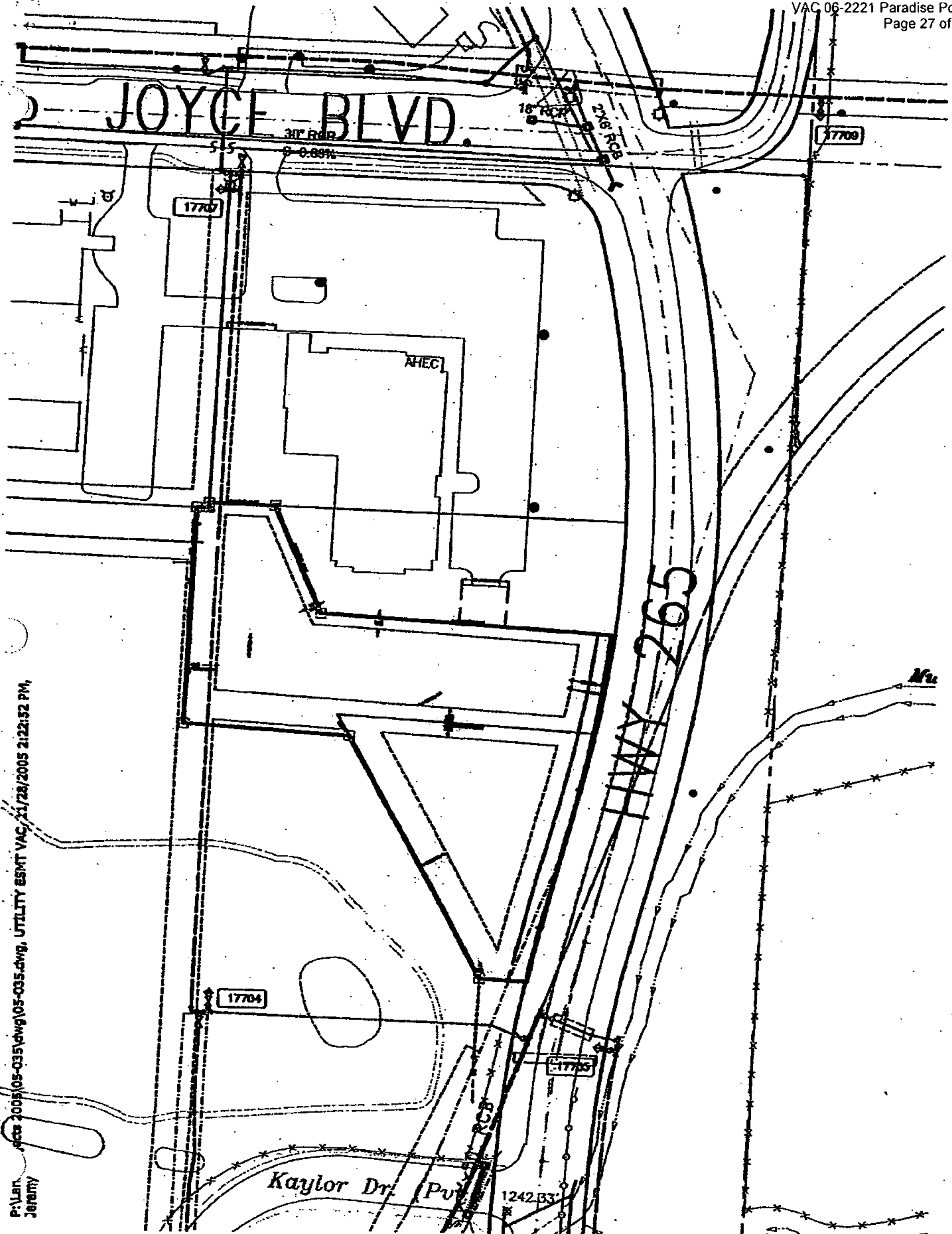
- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Subject to the acquisition of a new easement for future water
& sewer use. Grantor shall be City of Fayetteville.

Shannon W. Jergens
Signature of Utility Company Representative

Water & Sewer Staff Engineer
Title

07/24/2006
Date



P:\lan... 2005\05-035\dwg\05-035.dwg, UTILITY ESMT VAC, 21/28/2005 2:22:52 PM,
Jeremy



THE CITY OF FAYETTEVILLE, ARKANSAS

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director P.A.B.
From: Peggy Vice, Purchasing Manger *P. Vice*
Date: Sept. 1, 2006
Subj: Investment Management Services

Background

The City entered into an Investment Manager contract with Garner Asset Management on March 13th, 2000. The contract with Garner Asset Management Company was acquired by Garrison Financial in March of 2005. Before this contract, investments were made by staff. Staff recommends that City Council approve a contract with First Security Bancorp and Crews Associates for Investment Management Services. This contract will replace the contract with Garrison Financial.

Discussion

It has been a long time management practice to request new proposals for services that have been under long term contracts. This allows the City to:

- review new technology and services available
- compare new market developments to our current practice and contracted services
- allows for possible improvement in pricing and services provided
- allows the ability to take advantage of new technologies

Duties of the selection committee are to:

- meet and discuss draft request for proposal, make any needed changes and approve points for criteria established in request for proposal;

- read and review all proposals received;
- attend meeting to discuss proposals received and vote to select a firm based on proposals received or short list firms to interview;
- attend meeting to interview short listed firms;
- after interviews, discuss each interviewed firm's strengths and weaknesses;
- after discussion, each committee member individually and anonymously fills out an evaluation form for the firm of their choice;
- the evaluation forms are tabulated by Purchasing Official and the firm with the most first place votes is contacted;
- a contract is negotiated by the Project Manager based on the firm's proposal and items the selection committee and Project Manager feel are advantageous and beneficial to the contract;
- the resulting contract is recommended to City Council.

The selection committee for this project is:

Bobby Ferrell - Alderman, City Council
 Kevin Springer - Budget Director
 Trish Leach - Accounting
 Peggy Bell - Accounting
 John Nelson - Financial Analyst (Transportation)
 Elizabeth Mann - Financial Analyst (Fire Department)
 Marsha Farthing - Non-Voting (Accounting Director)
 Shelly Turberville - Non-Voting - Accounting
 Andrea Foren - Non-Voting - Purchasing

The request for proposal was advertised requesting proposals from qualified firms. There were eight proposals received. Four firms were short listed to interview. They were:

Garrison Asset Management
 Arvest Asset Management
 Stephens Inc.
 First Security Bancorp and Crews and Associates

First Security Bancorp and Crews and Associates were selected unanimously by the selection committee.

City of Fayetteville
RFP 06-07, Investment Management Services
Project Timeline

Date	Event
4/20/2006	RFP 06-07 was issued - Original Deadline of 5/12/06
4/21/2006	RFP 06-07 Advertised & sent on mailing list
5/3/2006	RFP 06-07, Addendum 1 Issued* Extended until 5/19/06
5/9/2006	RFP 06-07, Addendum 2 Issued*
5/18/2006	RFP 06-07, Addendum 3 Issued* Extended until 6/1/06
5/22/2006	RFP 06-07, Re-Advertised
5/23/2006	RFP 06-07, Addendum 4 Issued*
5/26/2006	RFP 06-07, Addendum 5 Issued*
6/1/2006	RFP 06-07 - DEADLINE
7/6/2006	Interviews held with shortlisted firms
7/6/2006	Selection Committee Meeting held - vote on recommendation to council

Notes	
Entire project	During this project, we received over 25 request from firms requesting the RFP for investment management services. This was in addition to the firms that were notified through our mailing list.
5/06/06 through 5/11/06	Marsha Farthing (Project Manager) out of town - not able to provide information requested by proposers.
Addendum 1: 5/3/06	Issued to delete requirement of custodian to have an office located in Fayetteville, AR.
Addendum 2: 5/9/06	Issued for clarification regarding the benchmarks having different maturity/duration characteristics. Time extended due to such clarification being complex - time extended to 5/19/06.
Addendum 3: 5/18/06	Clarified index for comparison to use in providing performance statistics. Time extended due to clarification being complex - time extended to 6/1/06.
Addendum 4: 5/23/06	Provided current statement from Charles Schwab, as requested by at least one firm. Note: Information requested by one firm is provided to all in order to maintain an equal playing field.
Addendum 5: 5/26/06	Clarified the statement presented in Addendum 4, informing all participants the figures presented were quarterly.



DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Fayetteville City Council
THRU: ^{PAB} Paul A. Becker, Finance Director
FROM: Kevin Springer, Budget Manager *KS*
DATE: August 31, 2006
SUBJECT: **Budget Adjustment Change – Agenda Item A2**
“Police Electronic Ticketing System – New World Systems”

Please find attached two budget adjustments that replace the original ones for the New World System's APS Ticketing & Citations Contract. The full amount of the budget adjustment did not change but there was an error in the accounts used and a revision should be submitted before the item was approved. There is no increase in General Funds being used as a result of these adjustment changes. A summary of the budget adjustments are listed below:

Currently the item is listed as consent and if you desire any additional information concerning the changes, representatives from the Police Department will be on hand to answer your questions. Thank you for your attention to this matter.

Summary of Budget Adjustments
Electronic Ticketing Purchase Agenda Item:

Project Cost:	Minor Equipment	\$	72,506
	Software	\$	20,511
	Contract Services	\$	6,360
	Office Machine Maintenance	\$	7,897
		<u>\$</u>	<u>107,274</u>
Funding Sources:	2006 Justice Assistance Grant Revenue	\$	14,750
	Specialized Police Equipment project	\$	24,494
	Software	\$	16,000
	Minor Equipment	\$	10,274
	Uniforms/Personal Equipment	\$	30,000
	Federal Forfeiture Proceeds	\$	11,756
		<u>\$</u>	<u>107,274</u>

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 2006	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested 9/5/2006	Adjustment Number
-------------------------	---	--------------------------------	-------------------

Project or Item Added/Increased:
\$60,133 in the Transfer to Sales Tax Fund account.

\$7,897 in the Office Machine Maintenance account.

Project or Item Deleted/Reduced:
\$16,000 from Software, \$10,274 from Minor Equipment, and \$30,000 from Uniforms and Personal Equipment accounts.

\$11,756 from the PD Law Enforcement Federal Forfeitures.

Justification of this Increase:
The funding is needed to be transferred over to the Sales Tax Capital Improvements fund for the purchase of 10 Electronic Ticketing devices.

Justification of this Decrease:
Additional funds were left over in the Uniforms account do to a settlement with the manufacturer of bulletproof vests that ended up replacing the current vests.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Transf to Cap Improvement	1010	6600	7602	47	60,133		
Office machine maint	1010	2900	5401	00	7,897		

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Software	1010	2900	5209	00	16,000		
Minor equipment	1010	2940	5210	00	10,274		
Uniforms/personal equip	1010	2940	5302	00	30,000		
Vehicles and equipment	1010	2900	5802	00	11,756	03045	1

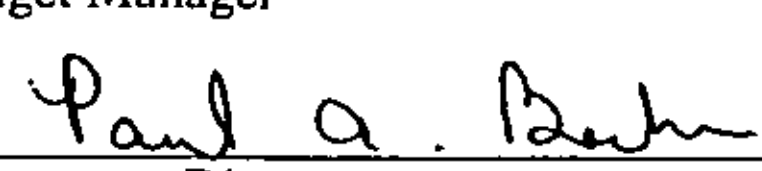
Approval Signatures

8

Requested By _____ Date _____

 _____ Date 8-31-06

Budget Manager _____ Date _____

 _____ Date 8-31-06

Department Director _____ Date _____

Finance & Internal Services Director _____ Date _____

Mayor _____ Date _____

Budget Office Use Only

Type: A B C D E

Posted to General Ledger _____

Initial _____ Date _____

Posted to Project Accounting _____

Initial _____ Date _____

Entered in Category Log _____

Initial _____ Date _____

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 2006	Department: Sales Tax Capital Improvements Division: Program:	Date Requested 9/5/2006	Adjustment Number
-------------------------	---	--------------------------------	-------------------

Project or Item Added/Increased:
\$99,377 to purchase 10 Electronic Ticketing devices with software interface.

Project or Item Deleted/Reduced:
\$14,750 from the 2006 Justice Assistance Grant.

\$60,133 in General Fund from the Police Department.

\$24,494 from the Specialized Police Equipment capital project.

Justification of this Increase:
This system will allow officers to swipe the driver's license to populate the personal information and utilize drop down menus for charges and other necessary information. This system will improve data entry by reducing time and improve officer safety by allowing officer to be more aware of surroundings.

Justification of this Decrease:

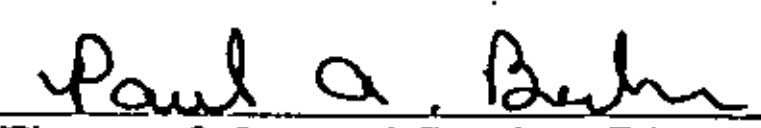
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Software	4470	9470	5209	00	20,511	06025	1
Minor equipment	4470	9470	5210	00	72,506	06025	1
Contract services	4470	9470	5315	00	6,360	06025	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Transfer from General	4470	0947	6602	01	14,750	06026	1
Minor equipment	4470	9470	5210	00	24,494	02062	1
Transfer from General	4470	0947	6602	01	60,133	06025	1

Approval Signatures

Requested By	Date
	8-29-06
Budget Manager	Date
Department Director	Date
	8-29-06
Finance & Internal Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	<u>D</u>	E
Posted to General Ledger	Initial		Date		
Posted to Project Accounting	Initial		Date		
Entered in Category Log	Initial		Date		

From: "H2 Engineering" <416@h2ei.net>
To: <edockery@ci.fayetteville.ar.us>
Date: 9/5/06 1:19PM
Subject: Scan to Email

Scanned to your email using a WorkCentre Pro System.

Numerise vers votre adresse electronique via un systeme WorkCentre Pro.

Die Datei wurde zur E-Mail-Verteilung mit Hilfe eines WorkCentre Pro gescannt.

Scansione su e-mail eseguita con un sistema WorkCentre Pro.

Escaneado a su correo electronico utilizando un WorkCentre Pro System.

Digitalizado para o seu e-mail usando um WorkCentre Pro.

Parcel No. 765-13249-000

CORRECTION
WATER/SEWER EASEMENT

4

Doc ID: 010340270004 Type: REL
Recorded: 09/01/2006 at 04:01:17 PM
Fee Amt: \$17.00 Page 1 of 4
Washington County, AR
Bette Stamps Circuit Clerk.
File **2006-00036441**

BE IT KNOWN BY THESE PRESENTS:

That Lindsey Family Trust, G. A. Sexton and Elsie D. Sexton, husband and wife, and J. W. Reynolds Lumber Company, a partnership, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situate in the County of Washington, State of Arkansas, to-wit:

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows: from the Northwest corner of said Southwest Quarter, Northwest Quarter; run East 834.59 feet; thence South 484.45 feet to the point of beginning; thence S 85° 55' 23" E a distance of 134.43 feet; thence S 28° 47' 51" E a distance of 117.44 feet; thence S 74° 45' 59" E a distance of 13.91 feet; thence S 28° 47' 51" E a distance of 133.15 feet; thence S 21° 55' 46" W a distance of 12.92 feet; thence N 28° 47' 51" W a distance of 137.08 feet; thence N 74° 45' 59" W a distance of 13.91 feet; thence N 28° 47' 51" W a distance of 116.24 feet; thence N 85° 55' 23" W a distance of 128.98 feet; thence N 04° 04' 37" E a distance of 10.00 feet to the POINT OF BEGINNING, containing 0.09 acres, more or less, Washington County, Arkansas, and being subject to any easements and/or rights-of-way of record.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes, and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the purposes hereinabove set forth.

The said Grantors are to fully use and enjoy said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground, except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereto to be appointed by the said Grantors; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantors agree not to erect any building or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe line upon the described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

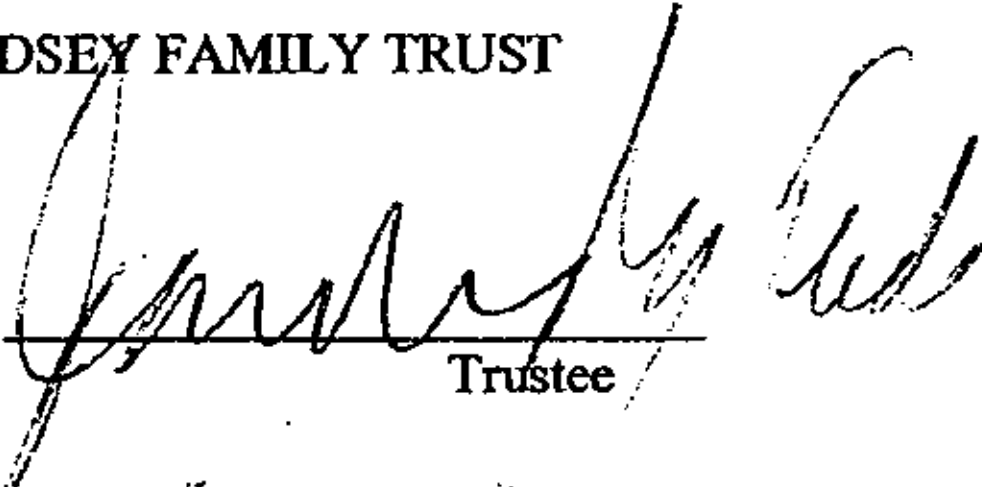
The consideration first above recited as being paid to Grantors by Grantee is in full satisfactions of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

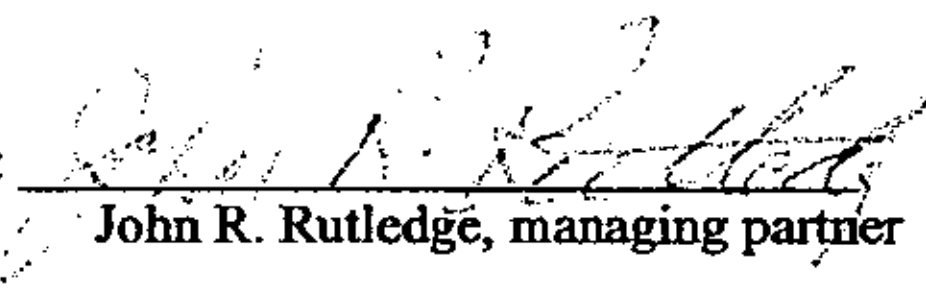
Witness the execution hereof on this the 1st day of September 2006.

LINDSEY FAMILY TRUST

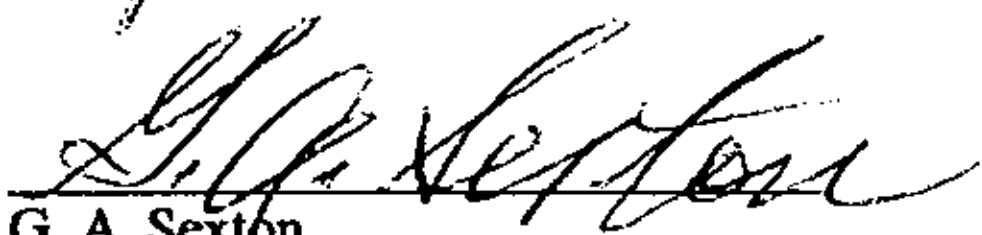
J. W. REYNOLDS LUMBER COMPANY

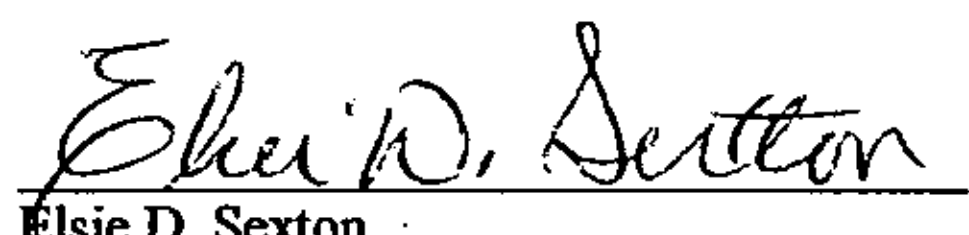
BY: 

Trustee

BY: 

John R. Rutledge, managing partner


G. A. Sexton


Elsie D. Sexton

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss.

COUNTY OF WASHINGTON)

On this the 21 day of August, 2006, before me, a notary public in and for the County and State aforesaid, personally appeared James E. Lindsey, who stated that he was the trustee of the Lindsey Family Trust, and who acknowledged that he had executed the same in his capacities for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

Karen McCoy
Notary Public

My commission expires:

6-01-12

OFFICIAL SEAL
KAREN McCOY
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMM. EXPIRES 6/01/2012

STATE OF ARKANSAS)

) ss

COUNTY OF WASHINGTON)

On this the 21 day of August, 2006, before me, a notary public in and for the County and State aforesaid, personally appeared G. A. Sexton and Elsie D. Sexton, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

Leah S. Hughey
Notary Public

My commission expires:

6-25-12

Leah S. Hughey
County Of Washington
Notary Public - Arkansas
My Commission Exp. 06/25/2012

STATE OF ARKANSAS

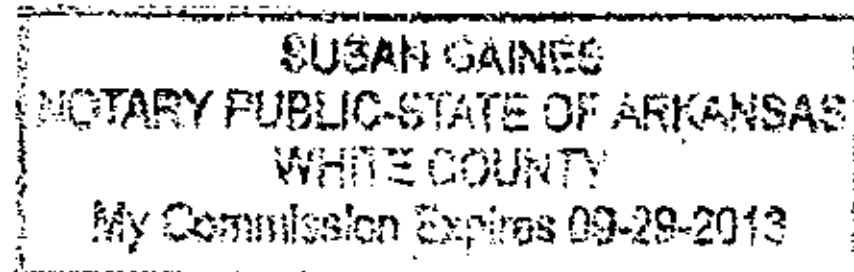
COUNTY OF

White

)
) ss.
)

On this 21 day of August, 2006, before me a notary public in and for the County and State aforesaid, personally appeared John R. Rutledge, known to me to be the person whose name is subscribed to the foregoing instrument as the managing partner of J. W. Reynolds Lumber Company, a partnership, and acknowledged that he had executed the same in his capacities for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.



Susan Gaines
Notary Public

My commission expires:

Sept 29, 2013

Parcel No. 765-13249-000

**CORRECTION
WATER/SEWER EASEMENT**

Doc ID: 010340280004 Type: REL
Recorded: 09/01/2006 at 04:01:29 PM
Fee Amt: \$17.00 Page 1 of 4
Washington County, AR
Bette Stamps Circuit Clerk
File **2006-00036442**

BE IT KNOWN BY THESE PRESENTS:

That **Lindsey Family Trust, G. A. Sexton and Elsie D. Sexton, husband and wife, and J. W. Reynolds Lumber Company, a partnership**, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situate in the County of Washington, State of Arkansas, to-wit:

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows: from the Northwest corner of said Southwest Quarter, Northwest Quarter; run East 834.59 feet; thence South 484.45 feet to the point of beginning; thence S 85° 55' 23" E a distance of 134.43 feet; thence S 28° 47' 51" E a distance of 117.44 feet; thence S 74° 45' 59" E a distance of 13.91 feet; thence S 28° 47' 51" E a distance of 133.15 feet; thence S 21° 55' 46" W a distance of 12.92 feet; thence N 28° 47' 51" W a distance of 137.08 feet; thence N 74° 45' 59' W a distance of 13.91 feet; thence N 28° 47' 51" W a distance of 116.24 feet; thence N 85° 55' 23" W a distance of 128.98 feet; thence N 04° 04' 37" E a distance of 10.00 feet to the POINT OF BEGINNING, containing 0.09 acres, more or less, Washington County, Arkansas, and being subject to any easements and/or rights-of-way of record.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes, and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the purposes hereinabove set forth.

The said Grantors are to fully use and enjoy said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground, except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereto to be appointed by the said Grantors; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantors agree not to erect any building or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

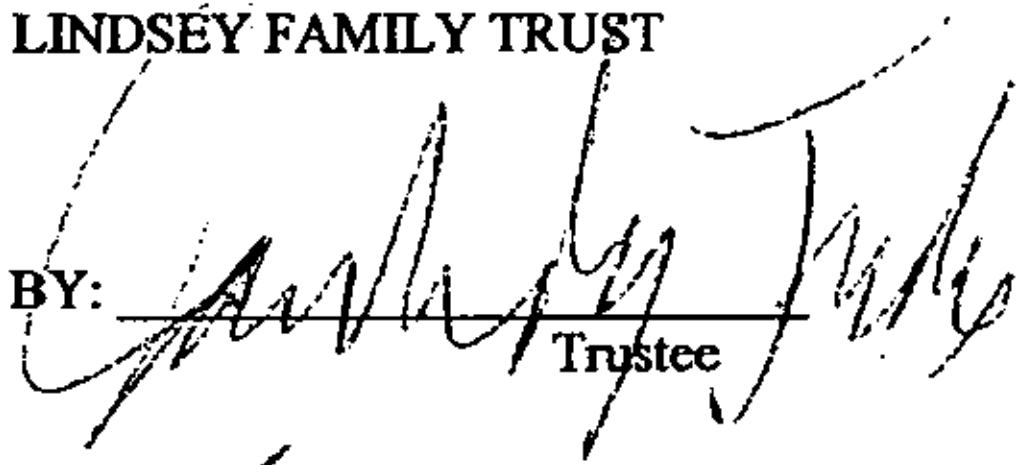
The Grantee shall have the right to construct additional pipe line upon the described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfactions of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

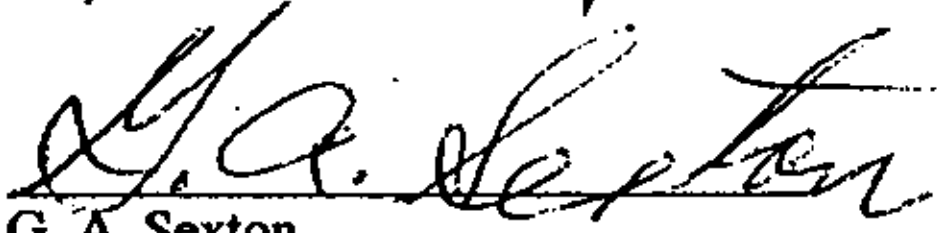
It is understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 1st day of September, 2006.

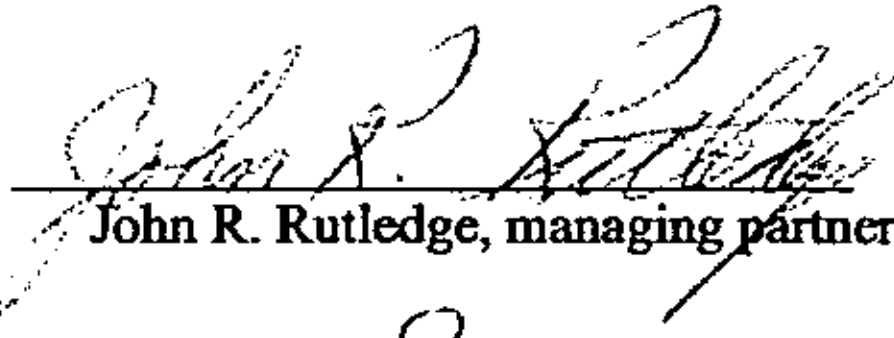
LINDSEY FAMILY TRUST

BY: 

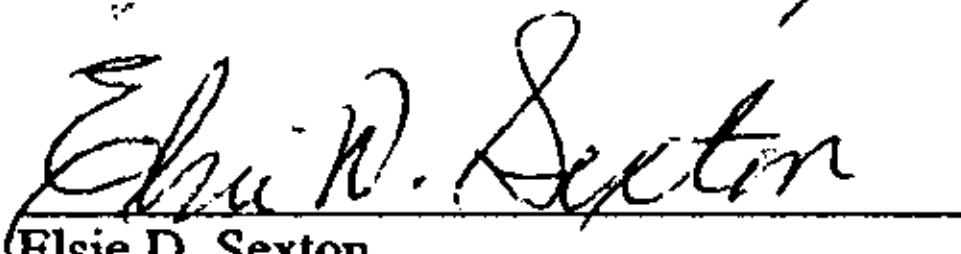
Trustee


G. A. Sexton

J. W. REYNOLDS LUMBER COMPANY

BY: 

John R. Rutledge, managing partner


Elsie D. Sexton

ACKNOWLEDGMENT

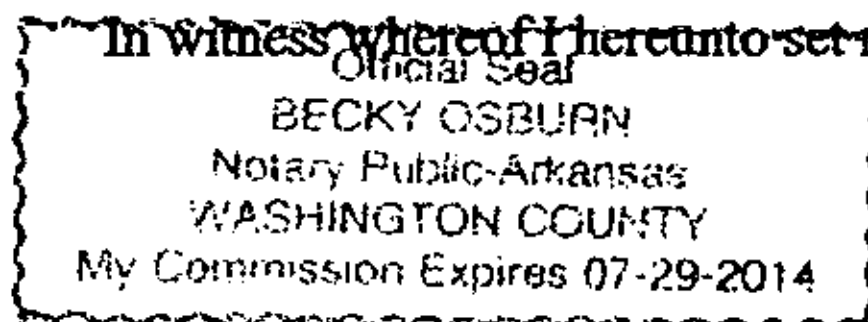
STATE OF ARKANSAS)

) ss.

COUNTY OF WASHINGTON)

On this the 1st day of September, 2006, before me, a notary public in and for the County and State aforesaid, personally appeared James E. Lindsey, who stated that he was the trustee of the Lindsey Family Trust, and who acknowledged that he had executed the same in his capacities for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.



Becky Osburn
Notary Public

My commission expires:

STATE OF ARKANSAS)

) ss

COUNTY OF WASHINGTON)

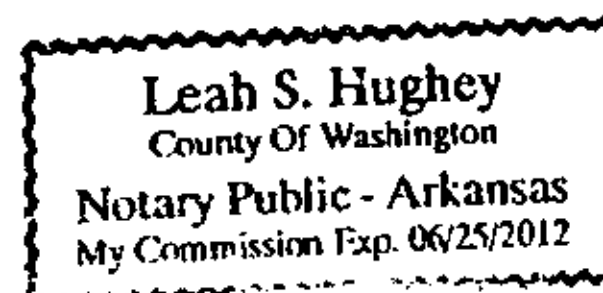
On this the 21 day of August, 2006, before me, a notary public in and for the County and State aforesaid, personally appeared G. A. Sexton and Elsie D. Sexton, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

Leah S. Hughey
Notary Public

My commission expires:

06-25-12



STATE OF ARKANSAS)

COUNTY OF)

ss.

On this 31 day of August, 2006, before me a notary public in and for the County and State aforesaid, personally appeared John R. Rutledge, known to me to be the person whose name is subscribed to the foregoing instrument as the managing partner of J. W. Reynolds Lumber Company, a partnership, and acknowledged that he had executed the same in his capacities for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

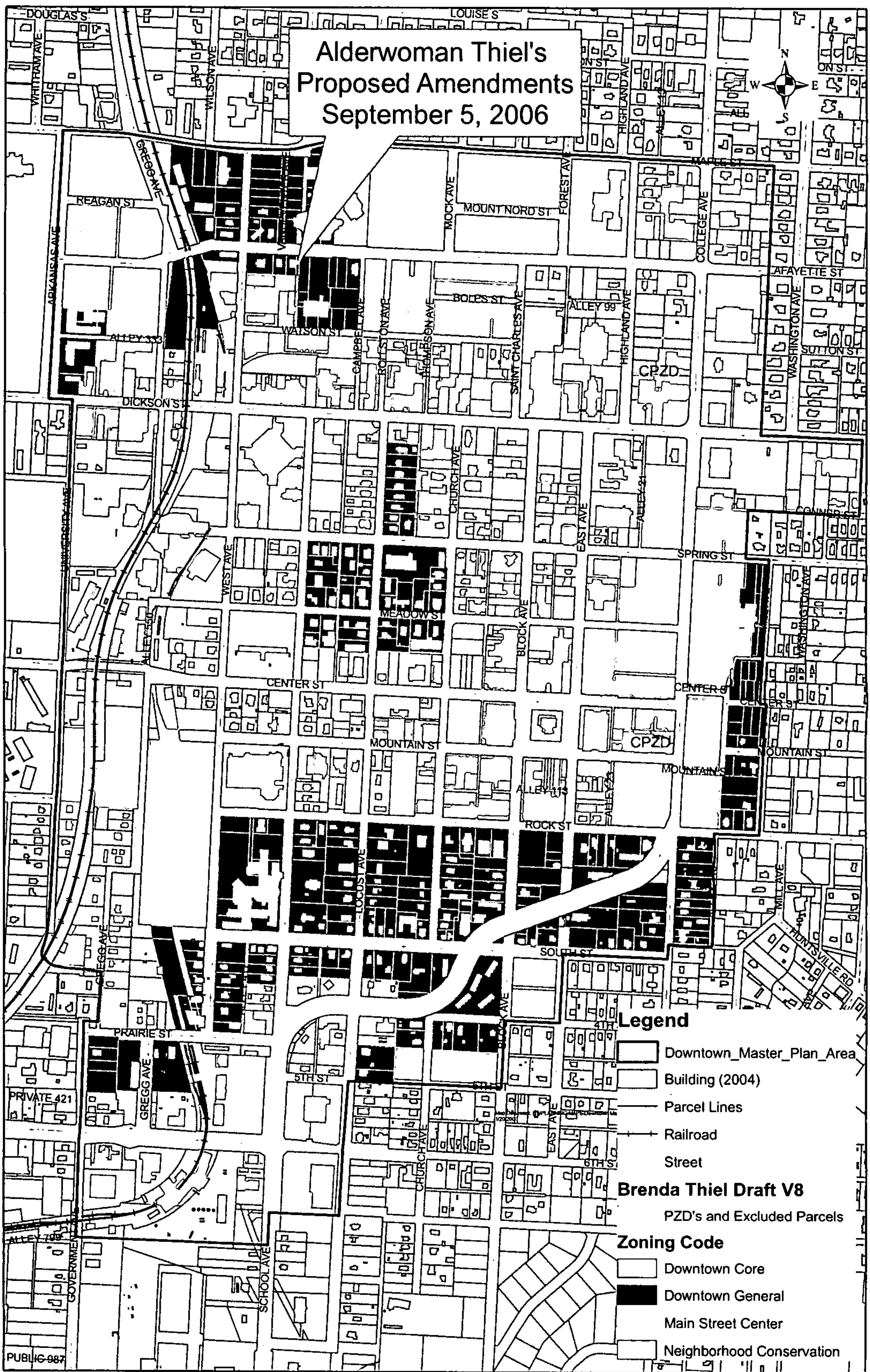
SUSAN GAINES
NOTARY PUBLIC STATE OF ARKANSAS
WHITE COUNTY
My Commission Expires 09-29-2013

My commission expires.

Susan Gaines
Notary Public

Sep 29, 2013

Alderwoman Thiel's
Proposed Amendments
September 5, 2006



added
@ CC mtg



OPERATIONS DIRECTOR

To: City Council
From: Gary Dumas
Date: August 22, 2006
Re: Hoskins/Joyce Land Trade

Recommendation

Approval of a trade for a 7.39 acre parcel to become park land and trail corridor for Scull Creek Trail owned by Tracy Hoskins for 1.23 acres less the reserve for a future street widening, purchase of 2.25 acres for \$90,000, parkland bank of 1.51 acres, access through the median in Joyce Avenue, access to Fayetteville Public Sewer, and closing costs.

BACKGROUND

A similar item was considered by the City Council on August 1st, 2006, and approved with amendments. Mr. Hoskins did not concur with the amendments and asked that further discussions occur. The staff and Administration concurred that this was an issue in which further negotiation could prove successful.

Mr. Hoskins owns 7.39 acres adjacent to Scull Creek north of Shiloh, immediately north of the section of Scull Creek Trail recently paved on the Washington Regional Medical Center property.

The City of Fayetteville owns five parcels of land north of Joyce Blvd. and east of Gregg Ave., which were acquired for the construction of Joyce Blvd. The city has no use for this property as it consist of mostly steep slope, is narrow and unbuildable. Additionally, when the right-of-way for the Joyce extension was acquired, additional land was necessary along the south side of the new Joyce Street. The width of this land along the south side of Joyce varies from 17 feet to 75 feet (please refer to the attached Map #1).

Scull Creek Trail is identified on the Fayetteville Alternative Transportation and Trails Master Plan and is currently the highest priority trail for the City of Fayetteville. A 0.6 mile section is under construction from the South side of Fulbright Expressway under Appleby Street and south to Gordon Long Park. In the future, this 12' wide multi-use trail will continue south along Scull Creek to the Walton Arts Center parking lot where it will connect to the recently completed section of Frisco Trail.

To the north, Scull Creek Trail is planned to pass under Fulbright Expressway through an existing box culvert and continue north along Scull Creek (on the 7.39 acres owned by Mr. Hoskins) and then through the land of others connecting to the existing Mud Creek Trail at Steel Boulevard.

In order to make this connection, access must be obtained from Mr. Hoskins. If some mutually acceptable agreement cannot be reached, the costs of acquisition through other means to obtain the land necessary for the trail corridor only, may exceed the costs being discussed in this memo to obtain the entire 7.39 acres.

Staff initially contracted Mr. Hoskins concerning an easement across his property and an offer to purchase a part or all of the 7.39 acres. Mr. Hoskins countered with an offer to trade his 7.39 acres for 1.23 acres the City of Fayetteville owns plus other consideration.

In an effort to acquire this important corridor, staff proposed a combination land trade and banking of park land. Mr. Hoskins countered with a land trade, park land bank and purchase of 2.5 acres.

This item was considered by the City Council who amended the staff recommendation. Subsequently Mr. Hoskins rejected the amended offer but requested that negotiations on the issue continue

After a series of discussions this proposal is acceptable to Mr. Hoskins.

The only value for the property along the north line of Joyce is to the adjoining property to the north. Mr. Hoskins is purchasing the adjacent property to the north and would like to trade his 7.39 acres for the narrow 1.21 acre strip (excluding area for future turn land) owned by the City plus other consideration.

Mr. Hoskins is requesting

1. A trade of 3.63 acres,
2. Purchase of 2.25 acres for \$90,000,
3. A parkland bank of 1.51 acres,
4. The City allow access through the median in Joyce Blvd. at Mr. Hoskins expense,
5. The City allow the developer access to Fayetteville Public Sewer so that Mr. Hoskins can extend public sewer to his property.

Regarding item number 4, the access through the median in Joyce Blvd. The Engineering Division requests only that appropriate sight lines be maintained over crest of the small hill. The sight line issue does not appear to be a problem, but will have to be addressed by Mr. Hoskins when the opening is made.

Regarding item number 5, access to Fayetteville Public Sewer. This issue was not included in the previous discussion by City Council. The reason being, that Fayetteville Sewer and Water service is currently provided to property within the Johnson City Limits immediately south of this property across Joyce Blvd. and water service is provided adjacent to the north and northwest (See Warranty Deed attached regarding easements obtained for water and sewer extensions). Records indicate that a water line currently exists within the property currently under Mr. Hoskins' control (See Attached Utility Map). Development within Fayetteville, adjacent to the east has Fayetteville Public Sewer and Water. While City Council approval is required for sewer service and such approval is subject to conditions unique to each property, this tract has Fayetteville Public Utilities adjacent on more than three quarters of its perimeter. Approval of the right to gain access to the adjacent sewer was not initially viewed as being an issue. Denial of the right to connect to Fayetteville utilities would not seem appropriate. Also, from the attached Utility Map, notice that Clear Creek is just to the north of the property under Mr.

Hoskins' control. The Springdale utility serves the area north of Clear Creek. Denial of the right to connect to the Fayetteville Utilities, given the adjacency of those utilities could be problematic.

DISCUSSION

Access through Mr. Hoskins' property for Scull Creek Trail is essential to completing the connection from existing Mud Creek Trail south to the first section of Scull Creek Trail currently under construction. The 1.21 acres of land along Joyce Boulevard was left over from the process of acquiring land for extending Joyce Blvd. to Gregg St. and has no use for the City of Fayetteville or its citizens. The trade of this unneeded land along Joyce Blvd. will provide a much needed trail corridor and adjacent green space for recreation and alternative transportation.

This proposal is consistent with the ideas from the City Plan 2025 of providing enduring green networks within the City of Fayetteville. In addition to insuring land for Scull Creek Trail, this proposal will also provide needed park land for the residents of this rapidly developing area. Currently there are no parks within ½ mile of this property. Additionally this land will provide space for trail parking and trail head amenities including informational kiosks, picnic tables, and benches.

With this proposal the City of Fayetteville has the opportunity to acquire 7.39 acres of potential park land in a rapidly developing area for \$95,500 or \$12,923 an acre.

Acreage from City owned Parcels along Joyce Blvd less the retainage necessary for a future widening of Joyce Blvd. at a 3 to 1 trade

1.21* Acres X 3

3.63* Acres

Purchase of 2.25 acres

2.25 Acres

Parkland Bank of 1.51 acres

1.51 Acres

7.39 Acres Total

*Final acreages will be based on the results of a boundary survey

BUDGET IMPACT

Cash –	\$90,000
- Survey	\$4,000
- Closing Cost and cost of transfer of property	\$1,500
Total =	\$95,500

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A TRADE AND PURCHASE OF LAND, A BUDGET ADJUSTMENT OF \$95,500.00 AND THE BANKING OF APPROXIMATELY ONE AND ONE-HALF ACRES FOR FUTURE PARKLAND DEDICATION REQUIREMENTS

WHEREAS, the City of Fayetteville owns a swath of property totaling approximately 1.2 acres along the north side of Joyce Boulevard in Johnson, Arkansas that was acquired for the Joyce Boulevard extension, but is excess now and not needed for corporate purposes; and

WHEREAS, Tracy Hoskins owns a 7.39 acre parcel along Scull Creek that would be useful to the city for the connection of the Scull Creek Trail and for park purposes; and

WHEREAS, Tracy Hoskins owns parcels of land on the north side of the excess City of Fayetteville property along Joyce Boulevard and desires to trade portions of his property along Scull Creek for this excess City property adjoining his property and then sell or bank the remainder of the 7.39 acres as parkland.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby agrees to trade the approximately 1.2 acres of excess City Property along the north side of Joyce Boulevard adjoining Tracy Hoskins' parcels (shown on Exhibit A) at a three to one trade for approximately 3.6 acres out of the 7.39 acre parcel owned by Mr. Tracy Hoskins along Scull Creek (shown on exhibit B).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to purchase 2.5 acres of the 7.39 acre parcel owned by Mr. Hoskins for \$90,000.00, plus survey and closing costs for a total of about \$95,500.00, and agrees to the Budget Adjustment in the amount of \$95,500.00 attached as Exhibit C.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby accepts the banking of the remaining acres of the 7.39 acre parcel as parkland for Tracy Hoskins' subsequent residential development obligation within this park quadrant pursuant to U.D.C. §166.03 (K)(1)(i).

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby agrees to allow Tracy Hoskins access to the City sewer system at Mr. Hoskins' expense for the parcels of

land owned by Tracy Hoskins north of Joyce Boulevard and a single access across the median in Joyce Boulevard at a location approved by the City Engineer, on the condition of Mr. Tracy Hoskins' agreement through his offered Bill of Assurance (attached as Exhibit D) to develop his land pursuant to all development regulations of the Unified Development Code to be approved by the Fayetteville Zoning and Development Administrator and/or City Engineer.

PASSED and **APPROVED** this 5th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 2006	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested 9/5/2006	Adjustment Number
----------------------------	---	-----------------------------------	-------------------

Project or Item Added/Increased: \$95,500 is requested in the Land acquisition account in the Scull Creek Trail Corridor project.	Project or Item Deleted/Reduced: None. This adjustment is to recognize \$95,500 in the Greenspace Fees NW revenue account.
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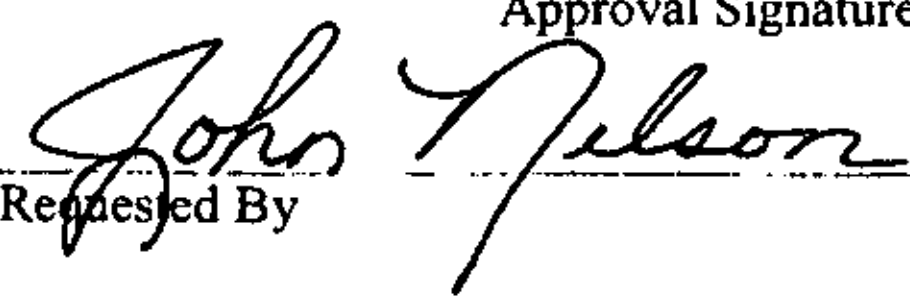
Justification of this Increase: Funding will be used for the purchase of land to become park land and trail corridor for Scull Creek Trail.	Justification of this Decrease: This is an administrative budget adjustment. An unencumbered balance of \$214,541 currently remains in NW green space escrow.
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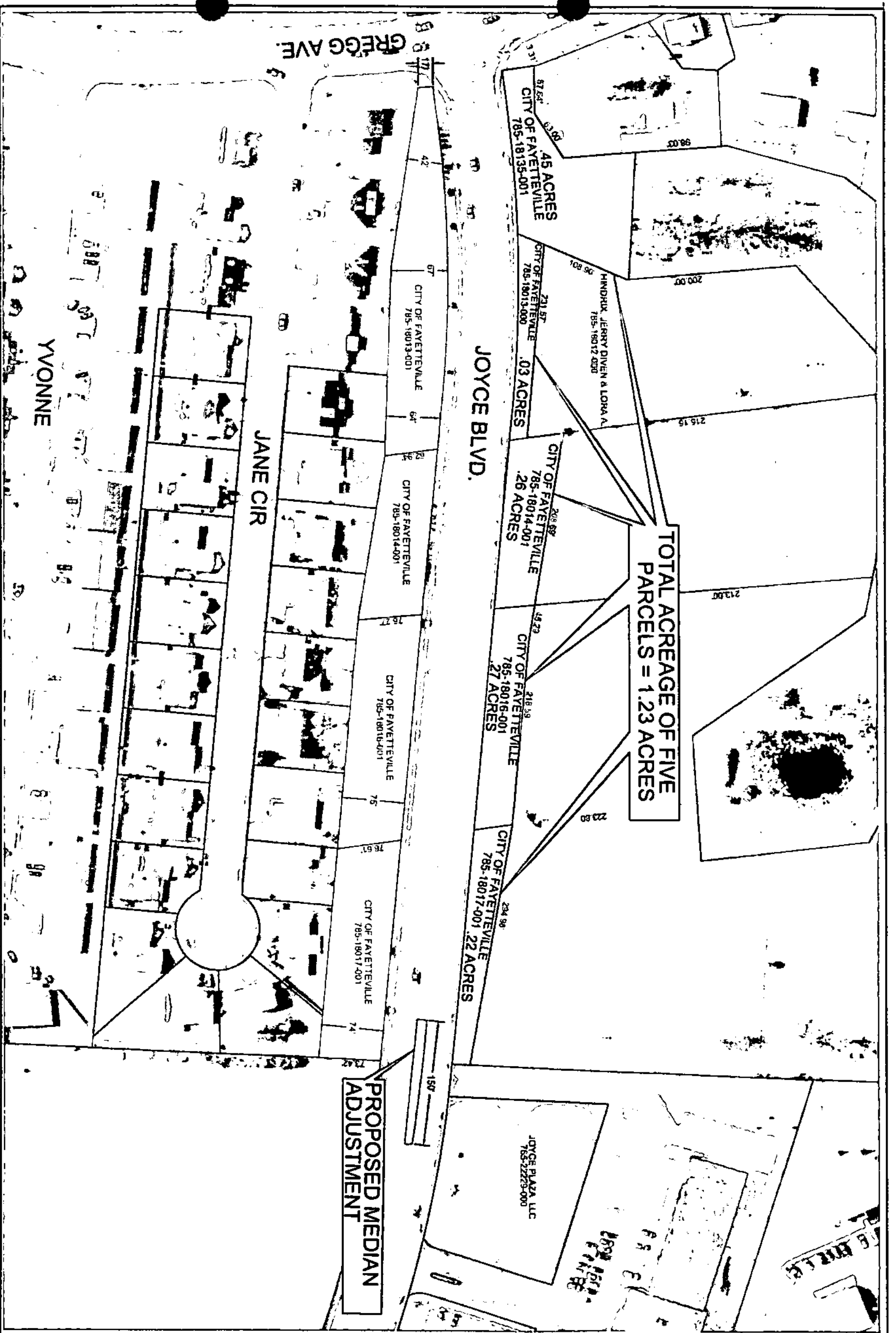
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Land acquisition	1010	6600	5805	00	95,500	05039	1

Decrease Expense Budget (Increase Revenue Budget)

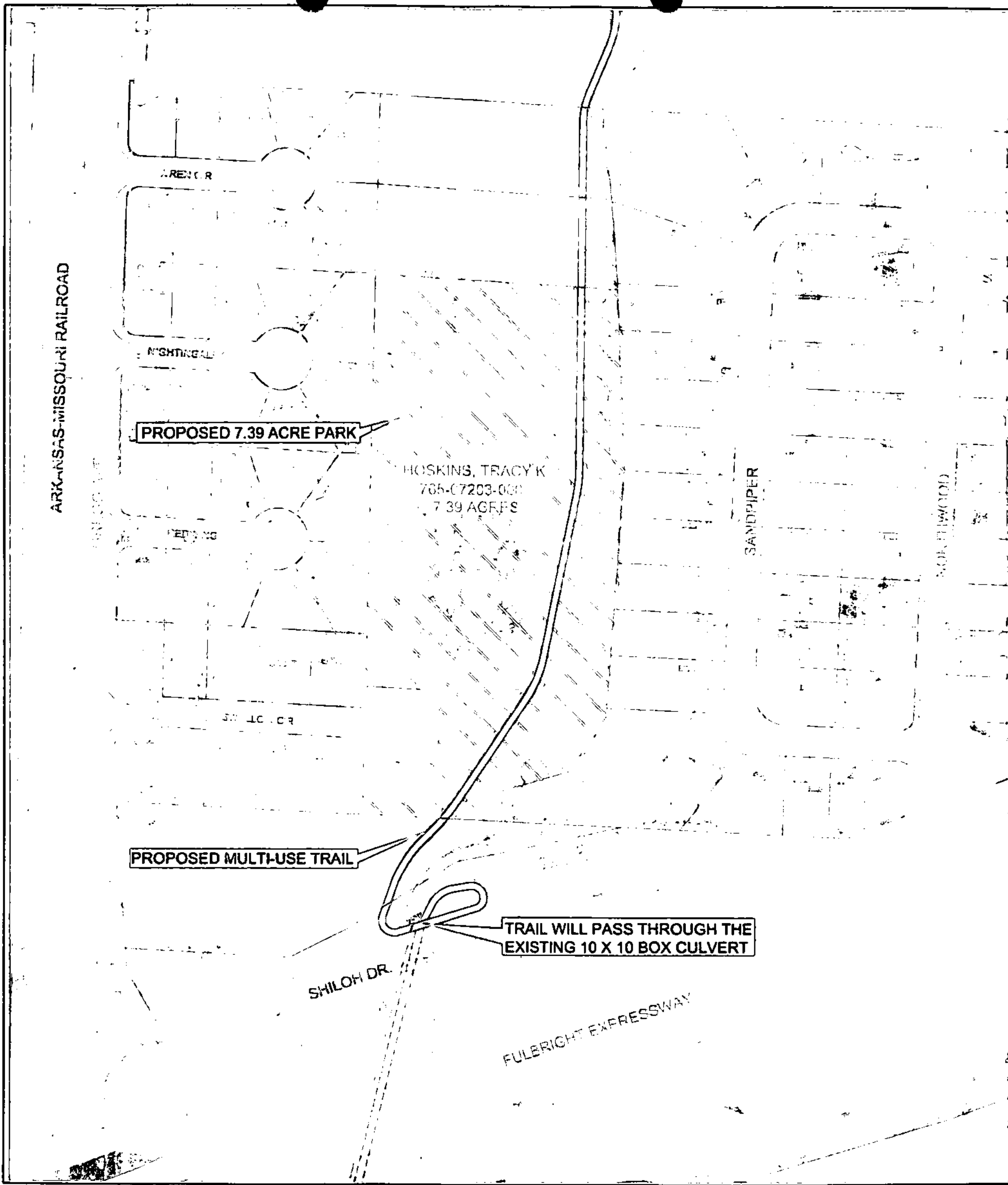
Account Name	Account Number				Amount	Project Number	
Greenspace Fees NW	1010	0001	4419	00	95,500	05039	1

Approval Signatures  Requested By Budget Manager Department Director Finance & Internal Services Director Mayor Date Date Date Date Date		Budget Office Use Only Type: A B C D E Posted to General Ledger Initial Date Posted to Project Accounting Initial Date Entered in Category Log Initial Date	
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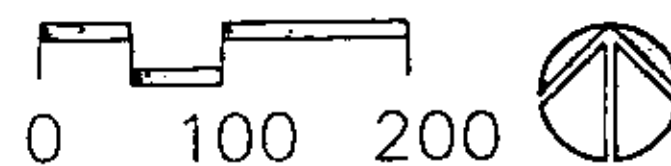


Scully Creek Trail Hoskins Agreement





Scull Creek Trail Hoskins Agreement



Tracy K. Hoskins

3155 N. College, Suite 201
Fayetteville, AR 72703

September 1, 2006

Gary Dumas – City of Fayetteville

Re: Development – adjacent to and north of Joyce Blvd, City of Johnson, Washington County Arkansas

Dear Gary:

After having spoken with Kit Williams today, I was made aware there may potentially be some concerns in regard to development that may occur on the Johnson property adjacent to the Fayetteville City limits.

I am complete agreement with regard to keeping this area attractive and free from offensive businesses that may wish to locate on such a highly visible tract of land. Though no plans are written in stone at this time, it is my intention to develop this site as a mixed use environment, which is about the only type of development Paradigm focuses on now. I anticipate it being much like my approved Park West project on highway 112, though I see this project leaning more toward residential than commercial.

Though located in Johnson, it is our intention to develop this project to the standards that Paradigm and the City of Fayetteville insists on; and we feel those standards traditionally meet or exceed those currently outlined in the U.D.C. of either municipality; especially when it comes to architectural design and presentation, or "curb appeal", of the project.

As we are always concerned with how our projects are received by the public; in effort to maintain the highest economic value and viability of the development; and in consideration of our personal convictions, you will find an attached Bill of Assurance listing particular "use units" taken directly from the U.D.C. of the City of Fayetteville. I wish to offer this Bill of Assurance to the City of Fayetteville which represents particular uses that will specifically be prohibited.

Please forward this letter to whomever you feel is necessary.

Sincerely,

Tracy K. Hoskins - president



3155 N College Ave, Suite 201, Fayetteville, Arkansas 72703
(479) 521-7007 office (479) 236-6636 cell

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

I, Tracy K. Hoskins (hereinafter "Petitioners"), do hereby voluntarily offer this **Bill of Assurance** and enter into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioners expressly grant to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/Circuit Court of Washington County and agrees that if Petitioners violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The Petitioners acknowledge that the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioners' land trade agreement with the City of Fayetteville; specifically including, but not limited to, the proposed Joyce Blvd curb cut and/or curb removal, and the provision of sewer service by the City of Fayetteville to Petitioners' property located within what is currently known as Hendrix Heights Subdivision, Johnson Arkansas.

Petitioners hereby voluntarily offer assurances that Petitioners and Petitioners' property shall be restricted as follows *IF* Petitioners' land trade agreement with the City of Fayetteville; specifically including, but not limited to, the proposed Joyce Blvd curb cut and/or curb removal, and the provision of public sewer service by the City of Fayetteville to Petitioners' property located within what is currently known as Hendrix Heights Subdivision, Johnson Arkansas is approved by the Fayetteville City Council.

1. The use(s) of Petitioners' property described in Exhibit "A" attached hereto shall include the Use Units described in the City of Fayetteville Unified Development Code. However, the following Use Units are specifically prohibited;

- Unit 6 – Agriculture
- Unit 7 – Animal husbandry
- Unit 11 – Manufactured home park
- Unit 22 – Manufacturing
- Unit 21 - Warehousing
- Unit 23 – Heavy industrial
- Unit 27 – Wholesale bulk petroleum storage facilities with underground storage tanks
- Unit 28 – Center for collecting recyclable materials
- Unit 30 - Extractions
- Unit 31 – Facilities emitting odors and facilities handling explosives
- Unit 32 – Sexually oriented business
- Unit 33 – Live Adult Entertainment
- Unit 37 – Manufactured Homes
- Unit 38 – Mini Storage
- Unit 39 – Auto Salvage and Junkyards

2. Petitioners agree to abide by City of Fayetteville development regulations as described in the City of Fayetteville Unified Development Code. These development standards shall include but are not limited to;

- Commercial Design Standards
- Landscape Regulations
- Grading and Drainage Regulations

2. (continued)

- Building Set Backs
- Screening

3. Petitioners specifically agree that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Tracy K. Hoskins, as the owner, developer or buyer (Petitioners) voluntarily offer all such assurances and sign my name below.

Printed Name;

Tracy K. Hoskins

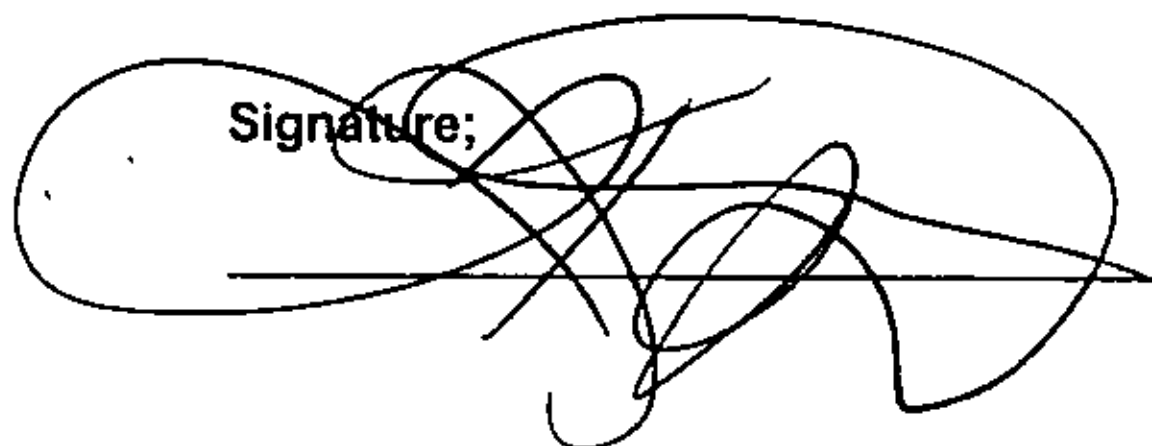
Date;

August 31, 2006

Address;

3155 N. College Ave, Suite 201
Fayetteville, Arkansas 72703

Signature;



NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 31 day of August, 2006, appeared before me, Tracy Hoskins and after being placed upon his/her oath swore or affirmed that he agreed with the terms of the above Bill of Assurance and signed his name above.


NOTARY PUBLIC

My Commission Expires: _____

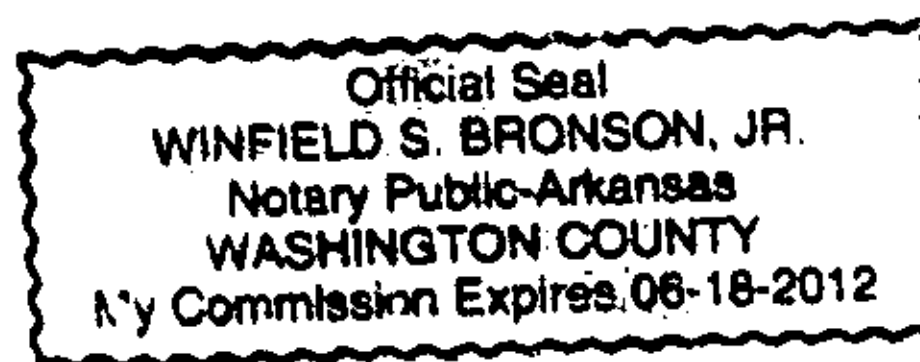


EXHIBIT "A"

Property Description

That property located in the City of Johnson Arkansas, along the north side of Joyce Blvd and east of Wilkerson Street; west of, and adjacent to the city limits of Fayetteville Arkansas.

Joyce Boulevard
Part Parcel No. 785-18133-666

FILED FOR RECORD
'96 MAR 12 PM 2 13

WATER/SEWER EASEMENT

WASHINGTON CO AR
K. HARNESS

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

BE IT KNOWN BY THESE PRESENTS:

THAT the undersigned, being owners of undivided interest in the following property, hereinafter collectively referred to as GRANTORS, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL AND CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

PROPERTY DESCRIPTION:

A strip of land located in the Southeast Quarter (SE¼) of Section Twenty-two (22), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, also commonly known as the Park/Playground and Recreation Area adjacent to Hendrix Heights Subdivision in the City of Johnson, Arkansas, the plat of said subdivision being filed in Book 6 at Page 645 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said land being more particularly described as follows, to-wit: Commencing at the Southwest corner of Lot 1 of said Hendrix Heights Subdivision and running North 05° 30' West 39.00 feet to the Northwest corner of said Lot 1 as the Point of Beginning; thence North 79° 15' East 164.93 feet; thence North 19° 30' East 201.42 feet; thence North 07° 27' West 200.00 feet; thence North 45° 30' East 200.00 feet; thence South 81° 15' East 276.90 feet; thence South 37° 46' East 249.50 feet; thence North 83° 51' East 150.20 feet; thence North 09° 04' West 199.00 feet; thence North 63° 01' West 200.68 feet; thence North 83° 13' West 249.31 feet; thence North 87° 42' West 150.03 feet; thence South 56° 21' West 200.20 feet; thence South 34° 53' West 92.44 feet; thence South 12° 01' West 142.00 feet; thence South 07° 14' West 197.24 feet; thence South 54° 47' West 63.00 feet; thence South 07° 11' West 57.64 feet; thence North 58° 08' West 42.35 feet; thence South 23° 59' East 133.55 feet to the Point of Beginning and containing 4.28 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A thirty (30) foot wide permanent easement, located in the above described property, and more particularly described as follows, to-wit: Commencing at the Southwest corner of Lot 1 of Hendrix Heights Subdivision and running thence North 05° 30' 00" West 39.00 feet to the Northwest corner of said Lot 1; thence North 79° 15' 00" East 164.93 feet; thence North 19° 30' 00" East 183.00 feet; thence North 88° 29' 18" West 111.74 feet to the Point of Beginning; thence North 07° 14' 00" West 126.77 feet; thence North 12° 01' 00" East 130.84 feet; thence North 34° 53' 00" East 80.69 feet; thence North 56° 21' 00" East 184.78 feet; thence South 87° 42' 00" East 139.12 feet; thence South 83° 13' 00" East 96.03 feet; thence South 00° 00' 00" East 84.96 feet; thence South 83° 13' 00" East 30.35 feet; thence North 00° 00' 00" East 85.01 feet; thence South 83° 13' 00" East 116.55 feet; thence South 63° 01' 00" East 180.07 feet; thence South 09° 04' 00" East 152.16 feet; thence South 83° 51' 00" West 137.10 feet; thence South 37° 46' 00" East 35.23 feet; thence North 83° 51' 00" East 150.20 feet; thence North 09° 04' 00" West 199.00 feet; thence North 63° 00' 00" West 200.68 feet; thence North 83° 13' 00" West 249.31 feet; thence North 87° 42' 00" West 150.03 feet; thence South 56° 21' 00" West 200.20 feet; thence South 34° 53' 00" West 92.44 feet; thence South 12° 01' 00" West 142.00 feet; thence South 07° 14' 00" East 127.24 feet; thence South 88° 29' 18" East 30.35 feet to the Point of Beginning and containing 1.05 acres, more or less.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and for the purposes of the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantors are to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantors; one by the said Grantee; and the third by the two so appointed as arbitrators, and the written award of such arbitrators shall be final and binding upon the parties hereto.

WATER/SEWER EASEMENT

Permission is hereby granted to the Grantee, by the undersigned Grantors, their successors and assigns, for Grantee's employees and agents to enter Grantor's specifically owned property(ies) for the sole purpose of installing a new, single service (yard) line from the established new water line meter to the residence, if, and only if a residence currently exists on the property. Said new, single service (yard) line shall be installed by the Grantee only to existing residences with an existing piped water service line at the time of the signing of this document. This specific service (yard) line will be installed at no cost to said Grantor(s). It is expressly understood that following completion of the installation of said new service line, said service (yard) line shall become the property of the individual said Grantor or said Grantor's successors and assigns and all future repair, maintenance and replacement of such line, or parts thereof, shall be the responsibility of said Grantor or Grantor's successors and assigns.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the 17th day of February, 1996.

PLEASE SEE SUBSEQUENT DOCUMENTS FOR REMAINING SIGNATURES.

<u>Raymond Diven Hendrix</u> Lot 1	<u>Margie B. Hendrix</u> Lot 1
<u>Jeffrey B. Dowden</u> Lot 2-A	<u>Mary Denise Dowden</u> Lot 2-A
<u>Ken H. Colvin</u> Lots 2-B, 2-C and 3	<u>Gloria Kay Colvin</u> Lots 2-B, 2-C and 3
<u>Leonard Guy Hendrix</u> Lot 7	<u>Mary Elizabeth Hendrix</u> Lot 7
<u>George A. Hendrix, Jr.</u> Lot 9	<u>Martha E. Hendrix</u> Lot 9
<u>John Wilson Hendrix</u> Lot 10	<u>Bobbie H. Hendrix</u> Lot 10

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

ss.

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Raymond Diven Hendrix, a/k/a Diven Hendrix and Margie B. Hendrix, a/k/a Margie Brella Hendrix, a/k/a Margie Brella Hendrix, husband and wife, to me well known as the persons who executed the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1996.

MY COMMISSION EXPIRES:

Notary Public

96014620

WATER/SEWER EASEMENT

ACKNOWLEDGMENT

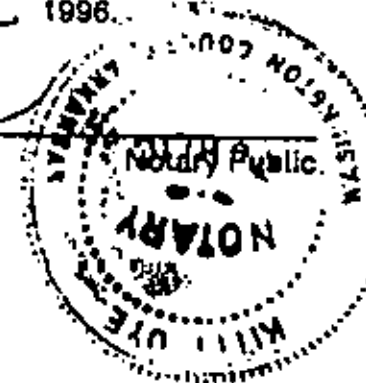
STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Jeffrey B. Dowden and Mary Denise Dowden, husband and wife, to me well known as the persons who executed the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 17th day of February 1996.

MY COMMISSION EXPIRES:

KITTY G. DYE
NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES MAY 16, 2003



ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Ken H. Colvin, a/k/a Kenneth H. Colvin, and Gloria Kay Colvin, husband and wife, to me well known as the persons who executed the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 16th day of February 1996.

MY COMMISSION EXPIRES:

KITTY G. DYE
NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES MAY 16, 2003



ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Leonard Guy Hendrix and Mary Elizabeth Hendrix, husband and wife, to me well known as the persons who executed the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 23rd day of January 1996.

WATER/SEWER EASEMENT

ACKNOWLEDGMENT

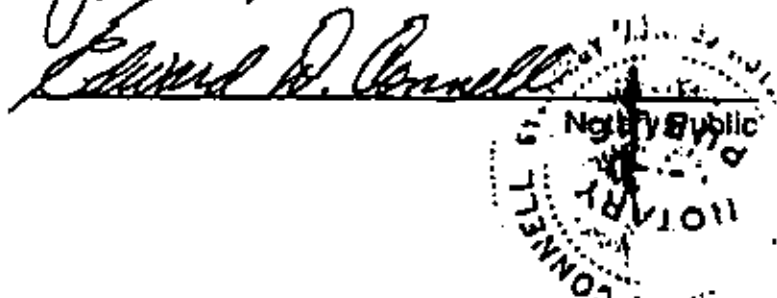
STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, personally appeared George A. Hendrix, Jr., a/k/a G. A. Hendrix and Martha E. Hendrix, husband and wife, to me well known as the persons who executed the foregoing document, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 23rd day of January 1996.

MY COMMISSION EXPIRES:

05-01-2000



ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, personally appeared John Wilson Hendrix, a/k/a Wilson Hendrix, a/k/a John W. Hendrix and Bobbie H. Hendrix, husband and wife, to me well known as the persons who executed the foregoing document, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 17th day of January 1996.

MY COMMISSION EXPIRES:
KITTY G. DYE
NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES MAY 15, 2003

Kitty Dye
Kitty Dye, Notary Public



96014622



0 125 250 500 750 1,000 Feet

WILKERSON ST

WILKERSON ST

JOYCE BLVD

JOYCE BLVD

JANE CIRCLE DR

YVONNE DR

STEELE BLVD

BOULDER CREEK BLVD

September 5, 2006

To: City of Fayetteville Administration
Fayetteville, Arkansas

Re: Land trade agreement with Tracy Hoskins and Paradigm Development

Adjacent property;

Lot 1; county parcel number 785-18013-000 and 785-18012-000,
Located within the Hendrix Heights Subdivision, Johnson Arkansas,

Dear Sir or Madam:

We have been advised of the pending land trade agreement with Tracy K. Hoskins of Paradigm Development that is currently being considered by the City of Fayetteville. As the property owner(s) of the above referenced properties, I (we) wish to convey that I (we) have no issue with the proposed trade and fully support the continuation of the Skull Creek Trail system and the proposed associated park this trade will provide for the area.

Sincerely,

Jerry Hendrix and the Jerry Hendrix Revocable Trust

Jerry Hendrix 9-5-06

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Vacant
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
September 5, 2006**

A meeting of the Fayetteville City Council will be held on September 5, 2006 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

**Progress Report on Classification and Compensation System Project – Phase II
Management Advisory Group. – Agenda Session Only**

Town Center Annual Report – Willistine Smith

**A & P Commission Appointment – Appointment of a member of the governing body to fill
Don Marr's vacancy for the Advertising and Promotion Commission.**

A. CONSENT:

- 1. Approval of the July 17, 2006 Special City Council meeting minutes and the August 15, 2006 City Council meeting minutes.**
- 2. Digital Motorcycle Video Systems:** A resolution awarding Bid # 06-47 and approving the purchase of three (3) Digital Motorcycle Recording Systems from Mobile Vision Inc. in the amount of \$43,117.36.
- 3. New World Systems for APS Ticketing and Citations Contract:** A resolution approving the purchase of ten (10) handheld electronic ticketing devices and associated software from New World Systems Corp. in the amount of \$107,274.00; and approving Budget Adjustments in the amounts of \$99,377.00 and \$56,000.00.

4. **Department of Homeland Security CEDAP Equipment Grant:** A resolution authorizing the Fayetteville Fire Department to apply for and accept a Department of Homeland Security CEDAP Equipment Grant for a T3MAX Thermal Imager.
5. **Revolving Loan Fund - Delegation of Signatory Authority:** A resolution delegating signatory authority in connection with State Revolving Loan Fund assistance.
6. **First Security Bancorp Contract:** A resolution approving a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville.
7. **Disadvantaged Business Enterprise (DBE) Program Goal Update:** A resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program participation goals for FY2007.
8. **Utility Service Company, Inc:** A resolution approving a contract with Utility Service Company, Inc. in the amount of \$89,800.00 for repainting the surge tank on Fitzgerald Mountain; and approving a project contingency in the amount of \$4,490.00.

B. UNFINISHED BUSINESS:

1. **Raze and Removal at 95 Cleburn Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Beacon Flats, LLC located at 95 Cleburn Street in the City of Fayetteville, Arkansas. *This item was Tabled at the July 6, 2006 City Council Meeting to the July 18, 2006 City Council Meeting. This item was Tabled at the July 18, 2006 City Council Meeting to the September 5, 2006 City Council Meeting.*
2. **Annexation of Island Surrounded by the City of Fayetteville and Farmington:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of Fayetteville and the City of Farmington, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*
3. **Annexation of Island Surrounded by the City of Fayetteville:** An ordinance to annex into the City of Fayetteville, Arkansas a parcel of land completely surrounded by the incorporated limits of the City of Fayetteville, Arkansas. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*
4. **RZN 06-2172 Dunnerstock:** An ordinance rezoning that property described in rezoning petition RZN 06-2172 for approximately 19.98 acres, located west of Ruppel Road, east of Meadowlands Subdivision, from R-A, Residential-Agricultural, RSF-1, Residential Single Family, 1 unit per acre, and C-2 Thoroughfare Commercial to C-1, Neighborhood Commercial, RMF-12, Residential Multi-Family, 12 units per acre, and RSF-7, Residential Single Family, 7 units per acre. *This ordinance was left on the Second Reading at the August 15, 2006 City Council Meeting.*

5. **ADM 06-1955, 06-1956; Amend Title XV: Downtown Master Plan Zoning Districts and Map:** An ordinance amending Title XV: Unified Development Ordinance of the Code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map. *This ordinance was left on the First Reading at the August 15, 2006 City Council Meeting.*

C. NEW BUSINESS:

1. **Disability Insurance and Voluntary Benefit Renewals:** A resolution approving the placement of employee Life and Long Term Disability Insurance coverage with Reliance Standard; Accidental Death and Dismemberment (AD & D) coverage with Ace-USA; and the administration of the Section 125 Cafeteria Plan with Datapath for Plan Year 2007.
2. **ANX 06-2183 Lierly Lane Subdivision:** An ordinance annexing that property described in annexation petition ANX 06-2183 (CC2006-16), for a part of Lierly Lane Subdivision located south of Lierly Lane, containing approximately 20 acres.
3. **RZN 06-2184 Lierly Lane Subdivision:** An ordinance rezoning that property described in rezoning petition RZN 06-2184 for approximately 20 acres, a part of Lierly Lane Subdivision located south of Lierly Lane from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 units per acre.
4. **ANX 06-2225 Raymond Smith:** An ordinance confirming the annexation of that property described in annexation petition ANX 06-2225 (CC2005-17), for property located west of 54th Avenue, east of Double Springs Road, north and south of Dot Tipton Road, containing approximately 55.16 acres.
5. **RZN 06-2181 Life Covenant Church:** An ordinance rezoning that property described in rezoning petition RZN 06-2181, for approximately 1.36 acres, located at 1855 Porter Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre.
6. **ADM 06-1959 Consolidated Landscape Ordinance:** An ordinance amending Title XV: Unified Development Code, to consolidate Landscaping Requirements into a new Chapter 177: Landscape Regulations; and amending other chapters accordingly.
7. **ADM 06-2227 Paradise Point:** An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1734, Paradise Point, located west of Crossover Road (HWY 265), containing approximately 1.55 acres, more or less, to reflect revised density and land area per dwelling requirements as described and depicted herein.
8. **ADM 06-2228 East Square Development:** A resolution for ADM 06-2228 approving encroachments into the city's right-of-way for the purpose of constructing a basement on the south side of the East Square Development Project into Mountain Street, as described and depicted in the attached exhibit.
9. **Amend Title XV; Comprehensive Land Use Plan References:** An ordinance amending Title XV: Unified Development Code, to remove all references to General Plan 2020.

10. Amend Chapter 170: Stormwater Management, Drainage, and Erosion Control: An ordinance amending Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, to prohibit illicit stormwater discharges, and enact erosion control requirements for single-family and duplex construction.

11. Carter and Burgess, Inc: A resolution approving a contract with Carter & Burgess, Inc. in the amount of \$175,000.00 for the study phase of the Fayetteville Expressway Development Corridor; and approving a Budget Adjustment in the amount of \$200,000.00.

D. PUBLIC HEARING:

1. Raze and Removal at 1079 S. Washington Ave: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Globe CEO, LLC and located at 1079 South Washington Avenue in the City of Fayetteville, Arkansas.

E. INFORMATIONAL:

City Council Tour: September 4, 2006 – 4:30 PM

City Offices will be closed September 4, 2006

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

~~8-15-06~~ 9/15/06
8/11/2006
City Council Meeting Date

Frank Johnson, Chief of Police
Submitted By

Police
Division

Police
Department

Action Required:

Council approve a resolution for purchase of three (3) Mobile Vision Motorcycle Digital Recording Systems, Server, Software, and digital archiving station.

\$43,117.36

Cost of this request
4470-9470-5201.00

4470-9470-5801.00

Account Number

05045 06002

Project Number

\$95,373

Category / Project Budget

\$17,782.34

Funds Used to Date

\$77,590.66

Remaining Balance

PD Technology Improvements
'05 Justice Assistance Grant

Program Category / Project Name

Program / Project Category Name

Sales Tax Capitol Improvement

Fund Name

Budgeted Item

XXX

Budget Adjustment Attached

Department Director

7/14/2006
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

7/17/06
Date

Received in City Clerk's Office

Finance and Internal Service Director

7/18/06
Date

Received in Mayor's Office

Mayor

7/21/06
Date

Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

A. 2
Digital Motorcycle Video Systems
Page 2 of 6

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Frank Johnson, Chief of Police *FJ*

DATE: July 14, 2006

RE: Digital Motorcycle Video Systems

Recommendation:

It is recommended City Council adopt a resolution approving the purchase of three (3) Mobile Vision-Digital Motorcycle Recording (DVR) Systems per bid #06-47 from L3 Communications.

Background:

The Police Department deployed analog (VHS) video recording systems in its patrol cars in 2003. VHS systems had been around for many years and the digital technology was expensive, fairly new and advancing rapidly at the time. With this project, the Police Department will begin its transition to digital video.

Discussion:

The Police Department is currently using Mobile Vision Analog (VHS) Recording systems in our Patrol Cars. The Motor Units are the only patrol assigned vehicles without a video/audio recording system. An analog system is not practical on a motorcycle because of size and weight. A digital system would not only accomplish this, but would also allow a secure wireless transfer of the video files directly from the vehicle to a server located inside the Police Department Building. The server will include an automated DVD archiving system and will be of sufficient size and architecture to allow upgrade of our analog systems to digital at a later time.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #06-47 AND APPROVING THE PURCHASE OF THREE (3) DIGITAL MOTORCYCLE RECORDING SYSTEMS FROM MOBILEVISION INC. IN THE AMOUNT OF \$43,117.36.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #06-47 and approving the purchase of three (3) Digital Motorcycle Recording Systems from MobileVision Inc. in the amount of \$43,117.36.

PASSED and APPROVED this 1st day of August, 2006.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT



BID: 06-47
DATE: 7/12/06
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 06-47, Motorcycle Digital Video Recorders

BIDDER: L-3 Communications Mobile-Vision, Inc.

Description		Quantity	Unit Price	Total
1	Digital Recording System - Complete with wireless upload capabilities	3	\$4,975.00	\$14,925.00
2	MVD-DEP2706 / SERVER UPGRADE	1	\$19,847.00	\$19,847.00
3	MVD-DVD/BU	1	\$2,984.00	\$2,984.00
4	MVD-DEP-BT2	1	\$2,850.00	\$2,850.00
GRAND TOTAL				\$40,606.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P. Vice P. VICE PURCH MGR A. Foreman WITNESS 7/13/06 DATE

City Of Fayetteville

(Not a Purchase Order)

Requisition No.: Date: 7/14/2006
 P.O. Number: Expected Delivery Date:

Vendor #: 12850 Vendor Name: Mobile Vision DBA L3 Communications

Address: 90 Fanny Rd
 City: Edonton State: NJ

Requestor: W. Brown Zip Code: 7005 Ship to code: 21

Requestor's Employee number: 267 Division Head Approval: *[Signature]* 504

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	MVD-FBDVS-CV	3	ea	4,975.00	\$14,925.00	4470-9470-5210.00	05045-1		
2	MVD-DEP2706	1	ea	13,225.00	\$13,225.00	4470-9470-5801.00	05045-1		
3	Server Upgrade	1	ea	6,622.00	\$6,622.00	4470-9470-5210.00	05045-1		
4	MVD-DVD/BU	1	ea	2,984.00	\$2,984.00	4470-9470-5210.00	06002-1		
5	MVD-DEP-BT2	1	ea	2,850.00	\$2,850.00	4470-9470-5210.00	05045-1		
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				
Special Instructions:									
Approvals:									
Mayor: _____									
Department Director: _____									
Finance & Internal Services Director: _____									
Budget Manager: _____									
Dispatch Manager: _____									
Utilities Manager: _____									
Other: _____									
Purchasing Manager: _____									
IT Manager: _____									
Subtotal: \$40,606.00									
Tax: \$2,511.36									
Total: \$43,117.36									

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

8/15/06 9/15/06
8/1/2006
City Council Meeting Date

Frank Johnson, Chief of Police
Submitted By

Police

Division

Police

Department

Action Required:

City council award contract to New World Systems in the amount of \$107,274 for electronic ticketing devices and software. Ordinance #4474 waives the competitive bidding requirements for this purchase.

\$ 107,274.00
Cost of this request

see attached
Category / Project Budget

Program Category / Project Name

see attached
Account Number

\$ -
Funds Used to Date

Program / Project Category Name

Project Number

\$ -
Remaining Balance

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

99,317 + 56,000

Frank Johnson
Department Director

7/14/06
Date

Previous Ordinance or Resolution #

Original Contract Date:

D. J. Whit
City Attorney

7/17/06
Date

Original Contract Number:

Maria Farney
Finance and Internal Service Director

7/18/06
Date

Received in City Clerk's Office

ENTERED

7-14-06

Don Cook
Mayor

7/18/06
Date

Received in Mayor's Office

ENTERED

7/18/06

Comments:



Departmental Correspondence

TO: Mayor Dan Coody and Members of the City Council

FROM: Frank Johnson, Chief of Police *FJ*

DATE: July 14, 2006

SUBJECT: Award Contract to New World Systems for APS Ticketing and Citations

Recommendation:

City Council approve resolution authorizing Mayor Coody to sign a contract with New World Systems utilizing bid waiver Ordinance # 4474 for the purchase of software and ten handheld pocket citation devices at a total cost of \$107,274.

Background:

Fayetteville Police Officers write approximately 25,000 handwritten tickets annually. These tickets must then be entered into the Court software. . It takes approximately 5 minutes to enter a ticket into the Court System. Many times these tickets are not legible for various reasons. The tickets must be sorted and filed by clerks. Officers give 20,000 verbal warnings each year but they are not currently documented in our records management system.

Discussion:

This system will allow officers to swipe the driver's license to populate the personal information and utilize drop down menus for charges and other necessary information. With this automated system officers will be able to spend more time observing the motorist and his surroundings increasing officer safety. Also, it will take less time to produce an automated citation or warning versus the handwritten or verbal type.

Clerical time will also be saved due to improved legibility and automated filing of these citations. After the new Court system is on-line an interface will allow for the uploading of this information into their system as well as the police system.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF TEN (10) HANDHELD ELECTRONIC TICKETING DEVICES AND ASSOCIATED SOFTWARE FROM NEW WORLD SYSTEMS CORP. IN THE AMOUNT OF \$107,274.00; AND APPROVING BUDGET ADJUSTMENTS IN THE AMOUNTS OF \$99,377.00 AND \$56,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of ten (10) Handheld Electronic Ticketing Devices and associated software from New World Systems Corp. in the amount of \$107,274.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves budget adjustments in the amounts of \$99,377.00 and \$56,000.00.

PASSED and APPROVED this 1st day of August, 2006.

APPROVED

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 3
New World Systems for APS Ticketing
and Citations Contract
Page 4 of 14

Budget Year 2006	Department: Police Division: Police Program: Patrol	Date Requested 7/14/2006	Adjustment Number
-------------------------	---	---------------------------------	-------------------

Project or Item Requested:
10 Electronic Ticketing devices with software interface

Project or Item Deleted:
None

Justification of this Increase:

This system will allow officers to swipe the driver's license to populate the personal information and utilize drop down menus for charges and other necessary information. This system will improve data entry by reducing time and improve officer safety by allowing officer to be more aware of surroundings.

Justification of this Decrease:

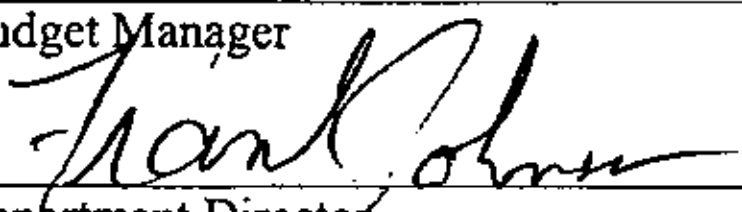
Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Software	4470	9470	5209	00	20,511	06025	001
Minor Equipment	4470	9470	5210	00	72,506	06025	001
Contract Services	4470	9470	5315	00	6,360	06025	001

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Minor Equipment	4470	9470	5210	00	14,750	06026	001
Minor equipment	4470	9470	5210	00	24,768	02062	001
Minor equipment	4470	9470	5210	00	11,756	03045	001
Transfer from General	4470	9470	6602	01	48,103		

Approval Signatures

Requested By	Date
Budget Manager	Date
	7/14/06
Department Director	Date
Finance & Internal Services Director	Date
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	D	E
Date of Approval				Date	Initial
Posted to General Ledger				Date	Initial
Posted to Project Accounting				Date	Initial
Entered in Category Log				Date	Initial

7/14/2006/ 3:23 PM

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 3
New World Systems for APS Ticketing
and Citations Contract
Page 5 of 14

Budget Year 2006	Department: Police Division: Police Program: Patrol	Date Requested 7/14/2006	Adjustment Number
-------------------------	---	---------------------------------	-------------------

Project or Item Requested:
Transfer funds to Sales Tax Capital Improvement for Electronic Ticketing project.

Project or Item Deleted:
None

Justification of this Increase:
This completes the accounting from the General Fund to Sales Tax Capital Improvements.

Justification of this Decrease:

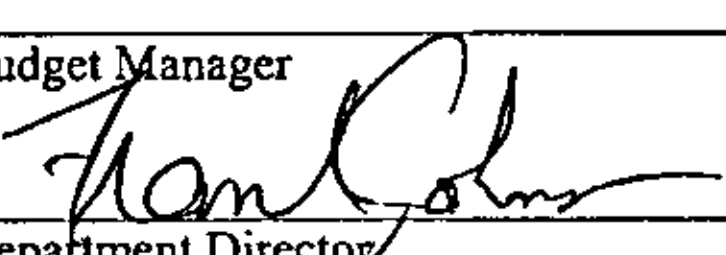
Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number
Transf to Cap Improvement	1010	2940	7602	47	48,103	
Office machine maint	1010	2900	5401	00	7,897	

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number
Software	1010	2900	5209	00	16,000	
Minor equipment	1010	2940	5210	00	40,000	

Approval Signatures

Requested By	Date
Budget Manager	Date
	7/14/06
Department Director	Date
Finance & Internal Services Director	Date
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	D	E
Date of Approval	Date		Initial		
Posted to General Ledger	Date		Initial		
Posted to Project Accounting	Date		Initial		
Entered in Category Log	Date		Initial		

Electronic Ticketing Purchase from New World Systems

Fund	Account	Amount	Project#
General	1010-2900-5209.00	\$16,000	
General	1010-2940-5210.00	\$40,000	
Sales Tax Capital Improvement	4470-9470-5210.00	\$14,750	06026
Sales Tax Capital Improvement	4470-9470-5210.00	\$24,768	02062
Sales Tax Capital Improvement	4470-9470-5210.00	\$11,756	03045
Total		\$107,274	

ORDINANCE NO. 4474

**AN ORDINANCE TO WAIVE THE COMPETITIVE
BIDDING REQUIREMENTS TO ENABLE THE CITY TO
PURCHASE COMPUTER SOFTWARE FROM NEW
WORLD SYSTEMS**

WHEREAS, the City of Fayetteville has been successfully using New World computer software since the early 90;s and it would be inefficient and unwise to commingle software from another supplier; and

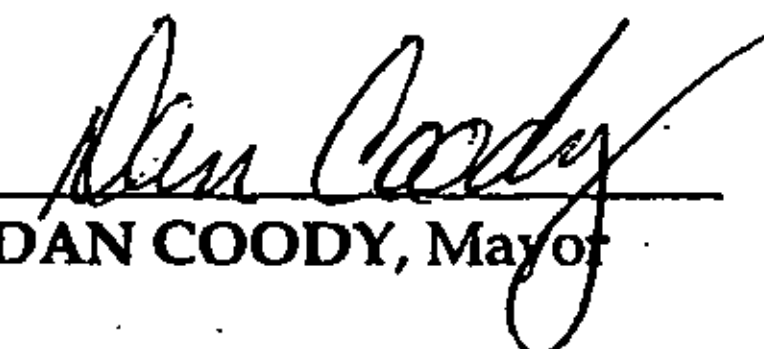
WHEREAS, the City Council of the City of Fayetteville determines that purchasing computer software from New World is an exceptional situation in which the normal, statutory competitive bidding procedure is not feasible or practical.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of competitive bidding for computer software when the City Administration is updating, supplementing, improving, or enlarging its use of New World computer software. This waiver of competitive bidding shall be in full force and effect until December 31, 2006 unless repealed by subsequent ordinance.

PASSED and APPROVED this the 1st day of April, 2003.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
Sondra Smith, City Clerk



City Of Fayetteville (Not a Purchase Order)										Requisition No.:	Date:
Vendor #: 236 Vendor Name: New World Systems										P.O. Number:	7/14/2006
Address: 888 W. Big Beaver Ste 600										Expected Delivery Date:	
City: Troy State: MI										Mail Yes: No:	
Requestor: J. Cohea										Taxable Yes: No:	
Requestor's Employee number: 75										Division Head Approval: <i>[Signature]</i>	Quotes Attached Yes: No:
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1	Software	1	ea	19,350.00	\$19,350.00	4470-9470-5209.00	06025-01				
2	APS Ticketing	1	ea	68,331.00	\$68,331.00	4470-9470-5210.00	06025-01				
3	Installation	1	ea	6,000.00	\$6,000.00	4470-9470-5315.00	06025-01				
4	Maintenance	1	ea	7,450.00	\$7,450.00	1010-2900-5401.00	06025-01				
5			ea		\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
	Shipping/Handling		Lot		\$0.00						
Special Instructions:										Subtotal:	\$101,131.00
										Tax:	\$6,142.86
										Total:	\$107,273.86
Approvals:										New World Systems for APS Ticketing and Citations Cont	
Mayor: _____										Purchasing Manager: _____	
Finance & Internal Services Director: _____										IT Manager: _____	
Dispatch Manager: _____										Other: _____	



New World Systems®
The Public Sector Software Company

July 11, 2006

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mayor Dan Coody
Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72702

Dear Mayor Coody:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits A, B and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: Larry D. Leinweber
Larry D. Leinweber, President

Date: 07-12-06

FAYETTEVILLE POLICE DEPARTMENT, AR
(Customer)

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. License Fee for Licensed Standard Software And Documentation Selected By Customer:

<u>Application Package</u>	<u>Cost</u>
<u>LAW ENFORCEMENT RECORDS</u>	
1. Aegis/400 Third Party LE Records Interface Software ¹	
- APS Ticket Writer Interface*	\$20,000
<u>CLIENT SOFTWARE</u>²	
2. Aegis Law Enforcement Mobile Unit Software (10 Units)	
APS Ticket Writer Interface* (development)	\$150 ea. 1,500
* Denotes software to be released within 12 months	
NEW WORLD STANDARD SOFTWARE LICENSE FEE	21,500
LESS DEMONSTRATION SITE DISCOUNT	(2,150)
TOTAL SOFTWARE LICENSE FEE ^{3,4}	<u>\$19,350</u>

Note: Year 1 Standard Software Maintenance Agreement (SSMA) fees of \$3,440 for the above software will be added to Customer's current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees will be consistent with the SSMA agreement currently in effect.

ENDNOTES

¹ Does not include any required third party hardware or software unless specified in Section C of this proposal.

² Budgeting estimate for laptops: \$8,000 for ruggedized includes laptop, external modem mounted in vehicle and mounts; pricing estimates do not include installation of mounts.

³ Prices assume that all software is licensed.

⁴ Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

- | | | |
|---|--|-----------------|
| a) | DOWN PAYMENT | \$9,675 |
| | 50% of the total Exhibit A cost | |
| | [Invoiced upon receipt of signed | |
| | <i>Standard Software License and Services Agreement.</i>] | |
| b) | DELIVERY PAYMENT | \$9,675 |
| | 50% of each application cost | |
| | [Invoiced as each Exhibit A Licensed Standard | |
| | Software package is delivered to Customer.] | |
| TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE | | <u>\$19,350</u> |

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

PRICING VALID THROUGH AUGUST 1, 2006.

EXHIBIT B
INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

1. Interface Installation Service Fees

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required, **Customer** will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

- | | |
|---------------------------------|---------|
| a) APS Tickets Writer Interface | \$6,000 |
|---------------------------------|---------|

TOTAL INTERFACE INSTALLATION SERVICE FEES\$6,000

2. Support Service Fees Estimate

Based on the services suggested above, the Interface Installation Services costs will be a total of **\$6,000**. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per Customer visit.)

3. Additional Services Available

Other New World services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by New World technical staff and/or consultation with New World technical staff;
- c) New World consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming custom software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and New World).

4. Payments for Interface Installation Services

Interface Installation Services will be billed as follows:

- | | |
|---|---------|
| a) 50% of the total amount is due upon Agreement being signed | \$3,000 |
| b) 50% of each Interface amount is due upon completion of the individual installation | 3,000 |

TOTAL INTERFACE INSTALLATION SERVICES FEE\$6,000

5. Payments for Installation and Training Support Services and Travel Costs

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this Agreement are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to New World.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.



New World Systems*
The Public Sector Software Company

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

July 11, 2006

This agreement (Agreement) between Fayetteville Police Department, Arkansas (Customer) and New World Systems® Corporation, (New World) is to cover the procurement of Third Party products and services by New World for Customer.

The attached configuration (Exhibit 1) describes the Third Party products and services that Customer will be obtaining through New World. By their written approval below, Customer authorizes New World to order the Exhibit 1 products for delivery to:

Mayor Dan Coody
Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72702

Upon execution of this Agreement, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the Third Party products. Customer agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to .1% (.001) of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of Customer's payment to New World for Exhibit 1 amounts due. Customer agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 products. Customer is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World and actual employee travel time up to but not to exceed four (4) hours per Customer visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

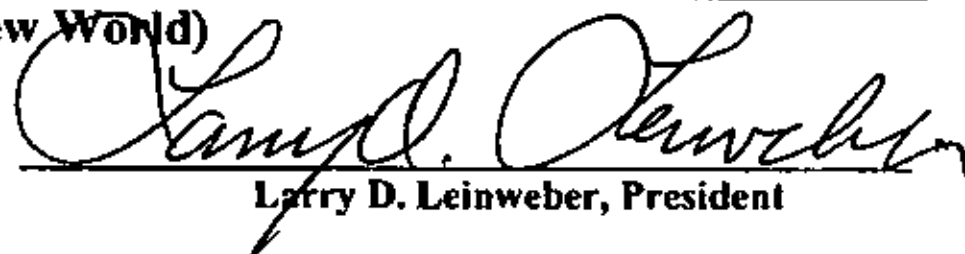
After execution of this Agreement, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, New World shall notify Customer of the additional costs and with Customer's approval these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected Agreements with vendors and New World shall not confirm the ordering of any Exhibit 1 products without Customer's authorized signature on the Agreements. Customer shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By:


Larry D. Leinweber, President

Date:

07-12-06

FAYETTEVILLE POLICE DEPARTMENT, AR
(Customer)

By:

Authorized Signature

Title

By:

Authorized Signature

Title

Date:

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES**

July 11, 2006

**EXHIBIT 1
CONFIGURATION**

1. APS Ticketing and Citations (10 units)		
PocketCitation Bundle	4,550 ea.	\$45,500
Symbol MC50w/2D Imager, Mag & Zebra RW420, 110 vt		
Zebra RW420 Cable (USB)	23 ea.	23
QuickData (RMS)	7,500 ea.	7,500
QuickNumber Database	7,500 ea.	7,500
QuickPrint	5,000 ea.	5,000
2. Project Management		2,618
3. Shipping and Handling		190

TOTAL THIRD PARTY COSTS	\$68,331
--------------------------------	-----------------

Customer is responsible for on-going maintenance of 3rd party products directly with the 3rd party vendors. For reference purposes the below costs are provided for maintenance costs beyond those included with the initial purchase.

3RD PARTY SOFTWARE MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT
1.	APS Tickets / Citations Maintenance (Per Year Cost)	\$7,450

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 4
Department of Homeland Security
CEDAP Equipment Grant
Page 1 of 6

September 5, 2006
City Council Meeting Date

Tony Johnson
Submitted By

Fire
Division

Fire
Department

Action Required:

Approval is requested to apply for and accept if awarded a DHS CEDAP equipment grant. This request is for a T3MAX Thermal Imager. There is no financial obligations from the City for this grant. The equipment has an estimated value of around \$15,000.

Cost of this request	\$ -	Fixed Assets
Account Number	Category / Project Budget	Program Category / Project Name
Project Number	\$ -	Fire Operations
	Funds Used to Date	Program / Project Category Name
	\$ -	General Fund
	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐


Department Director

8.21.06
Date


City Attorney

8/18/06
Date


Finance and Internal Service Director

8-21-06
Date


Mayor

8/21/06
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office

ENTERED
8/17/06

Received in Mayor's Office

ENTERED
8/21/06

Comments:



Fayetteville Fire Department

303 W. Center St. Fayetteville AR. 72701
Phone (479) 575-8365 Fax (479) 575-0471

City Council Agenda Memorandum...

To: Fayetteville City Council

From: Tony Johnson, Fire Chief *TJ*

Subject: Request for Resolution Approving Submittal of an Equipment Grant
Application to the Department of Homeland Security

Date: August 17, 2006

Copy: Mayor Coody

As fire chief, I am requesting to Council to consider and approve the department's request to submit an application for a Bullard thermal imaging camera to the Department of Homeland Security's Grants and Assistance Programs. If awarded, this grant request for equipment will not require matching dollars.

The objective is to assist smaller communities in acquiring and using commercially available equipment to prevent, deter, and respond to terrorist attacks as identified in the state homeland security strategies. This device can also be used during routine fire responses and smoke investigations, and is in conjunction with the department's goal of equipping every emergency response unit with a thermal imaging camera.

Thanking you in advance for your consideration of this request.

Attachments: Staff Review Form
DHS grant information
Camera specifications

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE FIRE DEPARTMENT TO APPLY FOR AND ACCEPT A DEPARTMENT OF HOMELAND SECURITY CEDAP EQUIPMENT GRANT FOR A T3MAX THERMAL IMAGER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Fayetteville Fire Department to apply for and accept a Department of Homeland Security CEDAP Equipment Grant for a T3MAX Thermal Imager.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST

By: _____

SONDRA SMITH, City Clerk

DRAFT

Responder Knowledge Base

<http://www.rkb.mipt.org/>

»» Grants and Assistance Programs

Commercial Equipment Direct Assistance Program (CEDAP) FY2006 Description and Application

Source: DHS Preparedness Directorate, Office of Grants and Training
Objectives: To ensure that law enforcement and emergency responder agencies, departments, and task forces can acquire, through direct assistance, the specialized equipment and training they require to meet their homeland security mission.

Deadlines:
The application period for CEDAP 2006 began at 0900EDT August 16, 2006, and will end at 1700EDT September 22, 2006.

Eligibility:
Eligible applicants include law enforcement agencies, fire, and other emergency responders who demonstrate in their application that the equipment will be used to improve their ability and capacity to respond to a major critical incident or improve their ability to work with other first responders, to include, for example, plans for sharing of equipment, joint training or use of equipment, joint operational planning, etc.

Description:
The Homeland Security Commercial Equipment Direct Assistance Program (CEDAP) is operated by the DHS Preparedness Directorate, Office of Grants and Training (G&T) to assist smaller communities in acquiring and using commercially available equipment to prevent, deter, and respond to terrorist attacks, as identified in state homeland security strategies. This competitive program is a direct assistance program, not a grant program, and G&T will provide the equipment and technical assistance directly to the selected jurisdictions.

CEDAP's equipment offerings include: a) personal protective equipment, b) rescue tools, c) thermal imaging, night vision and video surveillance tools, d) chemical, biological and radiological detection tools, e) information technology and risk management tools, and f) interoperable communications gateways.

Grant Information Source:
DHS Preparedness Directorate, Office of Grants and Training (G&T)
Centralized Scheduling and Information Desk
800-368-6498
Website: www.dhs.gov



Department of Homeland
Security

Additional Information

- [Click here to download the DHS CEDAP Frequently Asked Questions in PDF Format.](#)
- [Click here to download the DHS CEDAP Fact Sheet in](#)

Responder Knowledge Base

<http://www.rkb.mipt.org/>

Products

Operational and US&R Equipment \ Search/Surveillance Equipment T3MAX Thermal Imager For The Fire Service

CEDAP Note: This item is currently being offered as an equipment selection on the CEDAP 2006 Program. The CEDAP configuration includes only the T3MAX Thermal Imager with the following tools/options described below: Electronic Thermal Throttle (configured), Relative Heat Indicator, Super Red Hot features, standard battery charger with both AC and DC adapters, combination strap, and hard case.

Information Provided By: Bullard

Manufacturer: Bullard

Model Number: T3MAX

Part Number: T3MAX

Description:

The Bullard T3MAX is a small, lightweight, hand-held fully functional thermal imager, mission specific to fire service responder applications. This thermal imager comes standard with a Relative Heat Indicator™ (RHI) on-screen temperature approximation for further image interpretation and responder safety as well as Super Red Hot™ colorization. Starting at 500° F, heated objects are tinted yellow and gradually transition to solid red as heat levels rise. The Super Red Hot™ feature reveals specific heat layers by color alerting firefighters to areas of intense heat and more effectively identifies the spread of fire.

Exclusive to the T3MAX, Bullard's new Electronic Thermal Throttle™ enables firefighters to optimize the scene with the touch of a button. Ideal for pinpointing hot spots during overhaul, searching for over-heated electrical equipment, and clarifying suspicious objects in a scene, the Electronic Thermal Throttle saves you critical time and prevents costly mistakes. The Bullard T3MAX exhibits durability, able to withstand repetitive 6 foot drops to hard surfaces, and 3 feet immersion for 30 minutes.

The T3MAX System provides fire fighters with reliability to support the dangers and challenges of fire scene applications.

Optional Accessories:

- **Multiple Channel Wireless Video Transmitter** - built into a convenient, easy to attach handle.
- **MOBILELINK** handheld wireless video receiver - Small, lightweight, handheld multiple channel remote receiver with display dimming and scene recording capabilities.
- **TACPORT**- utility block for fixed position surveillance.
- **T3ALK** - alkaline backup battery case. Uses 8 AA alkaline batteries as a backup power supply.
- **T3RETRACT** - designed to keep TacSight S1 out of the way for "hands free" requirements.
- **MOBILE COMMAND CENTER** - field deployable command center. Receives, displays, records and plays



T3MAX Thermal Imager

back thermal imaging video. Includes all-in-one receiver and recorder, large 5" display, Hi-8 recorder and watertight ruggedized case. Powered by AC/DC or integrated battery power. Includes video-in/Video-out jacks.

- **T3POWERHOUSE** – Vehicle Mount Direct Charge System
- **T3 Thermal Imager Hard Carrying Case** - will carry the T3 thermal imager, single charger base, carrying straps, handle and training CD.
- **T3 Thermal Imager Wrist Strap**- Combination wrist and gear strap with two D-rings for the T3 family of imagers.
- **T3 Thermal Imager Handle**- Separate handle that can be attached to the T3 family of imagers
- **Customized ID strap for T3 Thermal imagers**- Customized identification strap with up to 8 letters on Kevlar material
- **Retractable strap for T3 thermal imager**- Retractable strap that extends for use, then pulls back to hold the T3 thermal imager nearer to the user.
- **T3 Thermal Imager Warranty Extension**- Add 1 year to the standard T3LT, T3XT, or T3MAX warranty

Availability Date: Delivery 30 days after order
MSRP: Please contact Bullard for pricing
Product Dimensions: Height: 4.75" Length : 4" Width : 7"
Weight: <3.0 lbs with battery

Information Provided By:

Bullard

1898 Safety Way

Cynthiana, KY 41031

USA

1-877-BULLARD

Email: info@bullard.com

Website: <http://www.bullard.com>

Additional Information

- [Link to T3MAX page](#)

Knowledge Links
No third-party certifications in RKB for this Product
Applicable Spring 2006 SEL Item(s)
▶ [03OE-02-TILA] Optics, Thermal Imaging and/or Light Amplification
Related Product(s)
▶ 2 channel receiver for thermal imaging
▶ T3LT Thermal Imager
▶ Mobile Command Center
▶ MobileLink handheld receiver
▶ Power Accessories for T3 Series Thermal imagers
▶ T3XT™ Thermal Imaging Camera with Super Red Hot™
CEDAP 2006-Eligible Product

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

9/5/2006
City Council Meeting Date

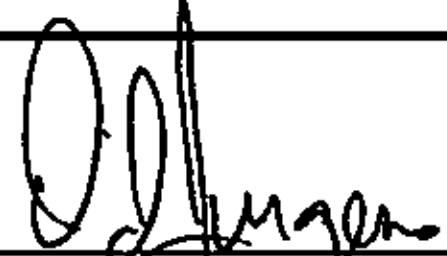
David Jurgens Water & Wastewater Water & Wastewater
Submitted By Division Department

Action Required:

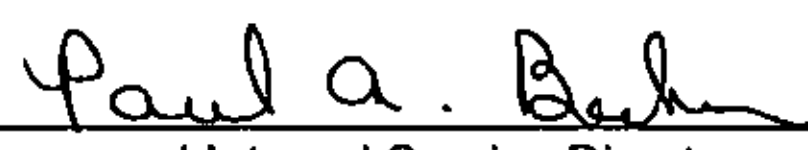
Approve a resolution designating Dan Coody, Mayor, and Paul Becker, Finance Director, as signatories for the Arkansas Natural Resource Commission RLF Loan documents. The Revolving Loan Program requires that signature authority be designated by City Council resolution. This action is needed to update Resolution 39-04.

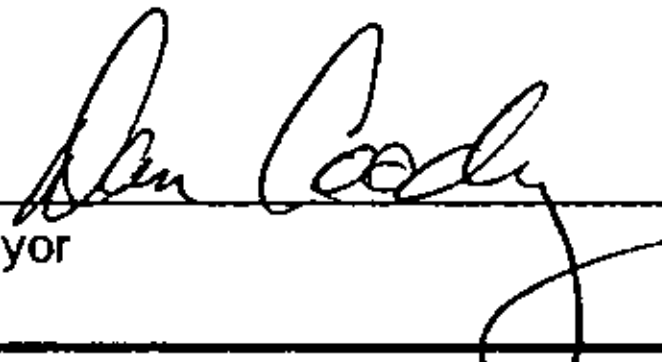
\$ -0-	\$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
	\$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	\$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ N/A Budget Adjustment Attached ☐

 18 Aug 06 Previous Ordinance or Resolution # 39-04
Department Director Date

 08/18/06 Original Contract Date: _____
City Attorney Date

 8-21-06 Original Contract Number: _____
Finance and Internal Service Director Date

 8/21/06 Received in City Clerk's Office 
Mayor Date

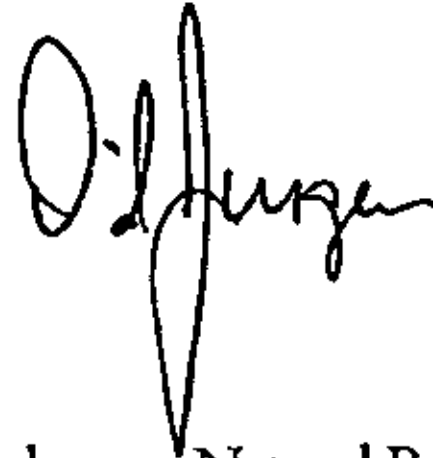
Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director



Date: February 16, 2006

Subject: Change Delegation of Signatory Authority – Arkansas Natural Resources Revolving Loan Fund Documents

RECOMMENDATION

The Fayetteville City Council designate Dan Coody, Mayor and Paul Becker, Finance Director as the City of Fayetteville signatories for the Arkansas Natural Resource Commission Revolving Loan Fund Program documents.

BACKGROUND

The Revolving Loan Program requires that signature authority be designated by City Council resolution. Resolution 39-04 designated Mayor Dan Coody, and Stephen Davis, Finance and Internal Services Director, as the official City of Fayetteville signatories to the Arkansas Natural Resource Commission Revolving Loan Fund Agreements and documents. The resolution needs to be updated to reflect Paul Becker as the Finance Director.

BUDGET IMPACT

None.

RESOLUTION NO. _____

**A RESOLUTION DELEGATING SIGNATORY AUTHORITY
IN CONNECTION WITH STATE REVOLVING LOAN FUND
ASSISTANCE**

WHEREAS, The City of Fayetteville, Arkansas (the "City") deems it necessary and proper to apply for State loan assistance under Title VI of the Water Quality Act of 1987, Public Law 100-4, and the rules and regulations pursuant thereto, in order to fund all or a portion of the costs of the acquisition, construction and equipping of a new sewer treatment facility; and, for the acquisition, construction, reconstruction, extending, improving and equipping of modification to the sewer collection system; and, for construction, reconstruction, extending, improving and equipping improvements to the existing sewer treatment plant; hereinafter called the "Project".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That Dan Coody, Mayor, and Paul Becker, Finance Director, as the Signatory Agents of the City, or the successors of said Signatory Agents, are hereby authorized and directed to make application for assistance with respect to the Project under Public Law 100-4 and the Arkansas Revolving Loan Fund and to sign the acceptance of the loan agreement, when made, and any other documents required to complete the Project, on behalf of the City.

Section 2: That a copy of this Resolution shall be furnished by the Mayor to the Arkansas Department of Environmental Quality and/or the Arkansas Natural Resource Commission, as the agency overseeing the Arkansas Revolving Loan Fund Program.

PASSED and APPROVED this the _____ day of _____, 2006

APPROVED:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

9/5/2006
City Council Meeting Date

Marsha Farthing Accounting and Audit FISC
Submitted By Division Department

Action Required:

Approval of a five year contract with First Security Bancorp and its wholly-owned subsidiary Crews and Associates, Inc. for investment management services.

10 basis points for \$25 million or more of assets. (approx. \$69,000)	\$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
Allocated to all funds with investments	\$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	\$ -	
Project Number	Remaining Balance	Fund Name

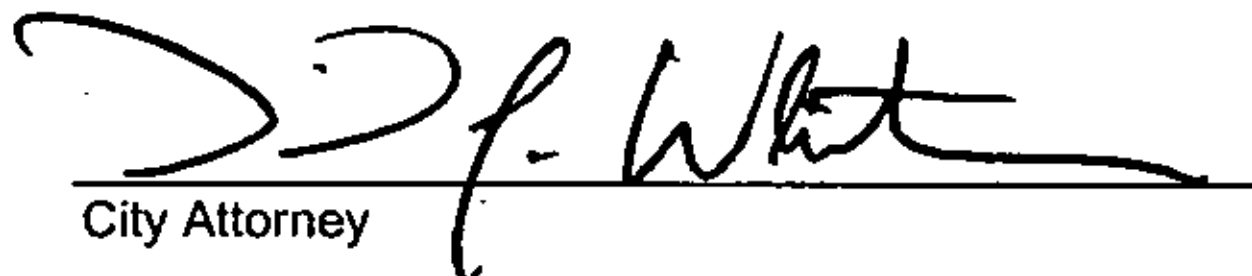
Budgeted Item ☐ Budget Adjustment Attached ☐

Previous Ordinance or Resolution # _____

Department Director _____ Date _____

Original Contract Date: _____

Original Contract Number: _____

 8/18/2006
City Attorney Date

 8-21-06
Finance and Internal Service Director Date

 8/21/06
Mayor Date

Received in City Clerk's Office


Received in Mayor's Office


Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor and City Council
Thru: Paul Becker, Finance Director
From: Marsha Farthing, Accounting Manager 
Date: August 16, 2006

Recommendation

Staff recommends approval of a five year contract with First Security Bancorp and its wholly-owned investment banking subsidiary Crews & Associates, Inc. for investment management services.

Background

In 1999 the State approved Act 1341 which provided for expanded investment opportunities for local municipalities. At that time the City's Investment Policy was amended to reflect these changes. Because of the restrictive nature of the state law prior to that time, the City managed the investments internally. After the changes, City staff felt it was prudent to solicit investment management services and in 2000 a five year contract was awarded to Garner Asset Management Company, LLC. Garner Asset was acquired by Garrison Financial Corporation in 2005. The investment of the City's funds is governed by the City's Investment Policy and City staff works closely with the investment manager to ensure prudent care over the City's assets. The City currently has approximately 69 million dollars in the investment portfolio with Garrison Financial.

Discussion

In April 2006 the City formed a selection committee and solicited proposals for investment services. Following the applicable rules and regulations of the procurement process, First Security Bancorp was selected by the committee to provide these services and a contract is being presented at this time for investment management services.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIVE-YEAR CONTRACT WITH FIRST SECURITY BANCORP AND ITS WHOLLY-OWNED SUBSIDIARY, CREWS AND ASSOCIATES, INC. TO PROVIDE INVESTMENT MANAGEMENT SERVICES TO THE CITY OF FAYETTEVILLE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the annual contract renewal with a five-year contract with First Security Bancorp and its wholly-owned subsidiary, Crews and Associates, Inc. to provide investment management services to the City of Fayetteville. A copy of the contract for services marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED:

By _____

DAN COODY, Mayor

ATTEST:

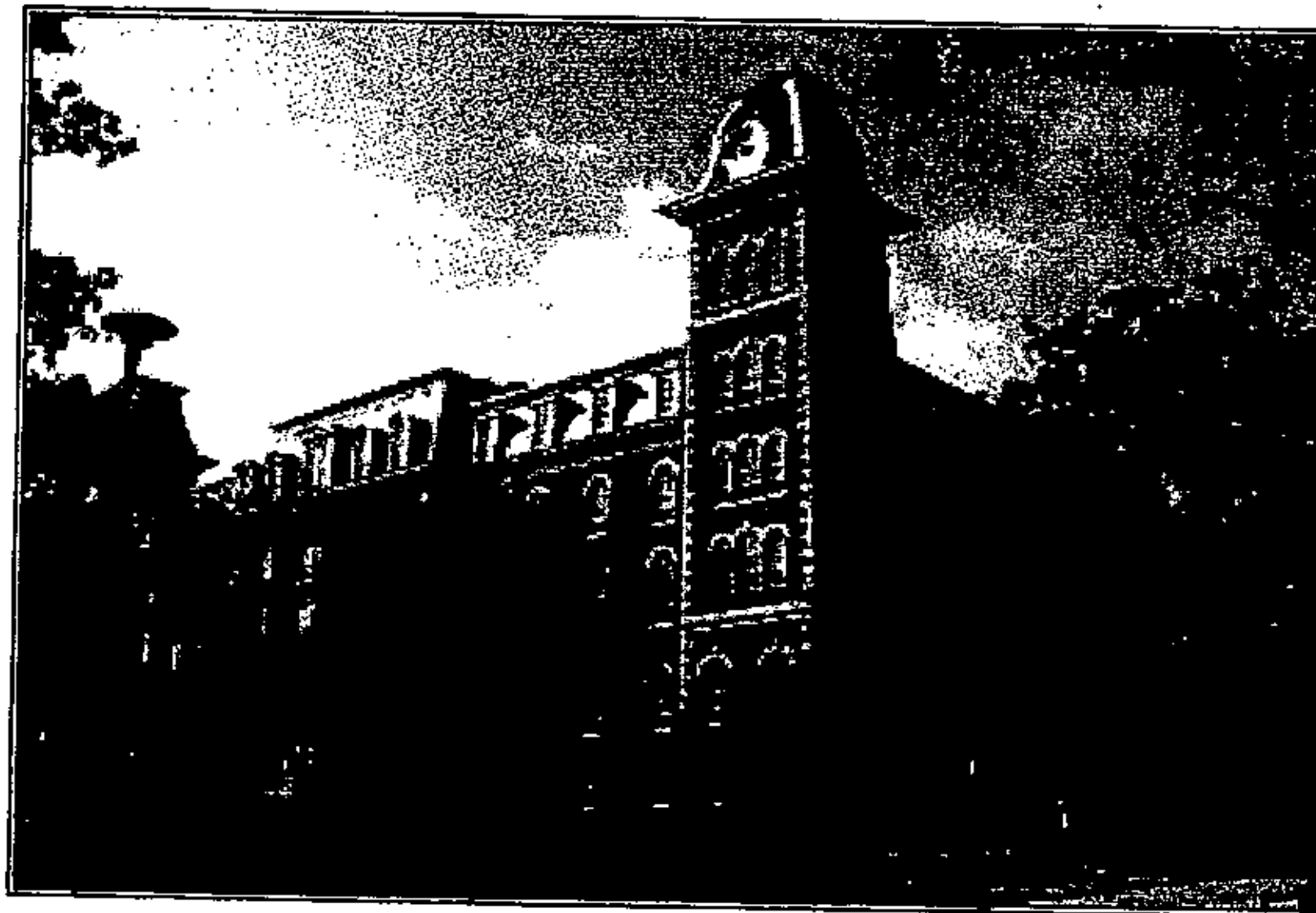
By _____

SONDRA SMITH, City Clerk

Respectfully submitted by:



Crews & Associates
Member First Security Bancorp



City of Fayetteville, Arkansas
RFP 06-07 Investment Management Services

May 18, 2006
Proposal for Investment Management

May 18, 2006

Ms. Andrea Foren
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701

**RE: Request for Proposal
RFP 06-07, Investment Management Services**

Dear Ms. Foren:

First Security Bancorp and its wholly-owned investment banking subsidiary, Crews & Associates, Inc. are pleased to present our qualifications in response to the City of Fayetteville's Request for Proposals for investment management services. Our proposal is designed to be concise, informative and demonstrative of our broad range of experience and expertise, our specific experience in the management, trading and underwriting of fixed income securities, and our service to similar governmental entities in the State of Arkansas.

As described in our joint proposal, First Security Bancorp is a \$2.0 billion financial services holding company with a substantial presence in the City of Fayetteville and throughout Northwest Arkansas. First Security serves the communities of Arkansas with more than 850 employees and over 50 locations. Crews & Associates is a full service investment banking firm with more than 170 professionals specializing in the area of fixed income securities. Crews & Associates has over 125 registered representatives operating from nine offices around the State including the City of Fayetteville. As described in our proposal, our local presence provides many relevant benefits in our service to the City of Fayetteville.

We appreciate the opportunity to submit our qualifications. If we can provide additional information, please contact us at (800) 766-2000.

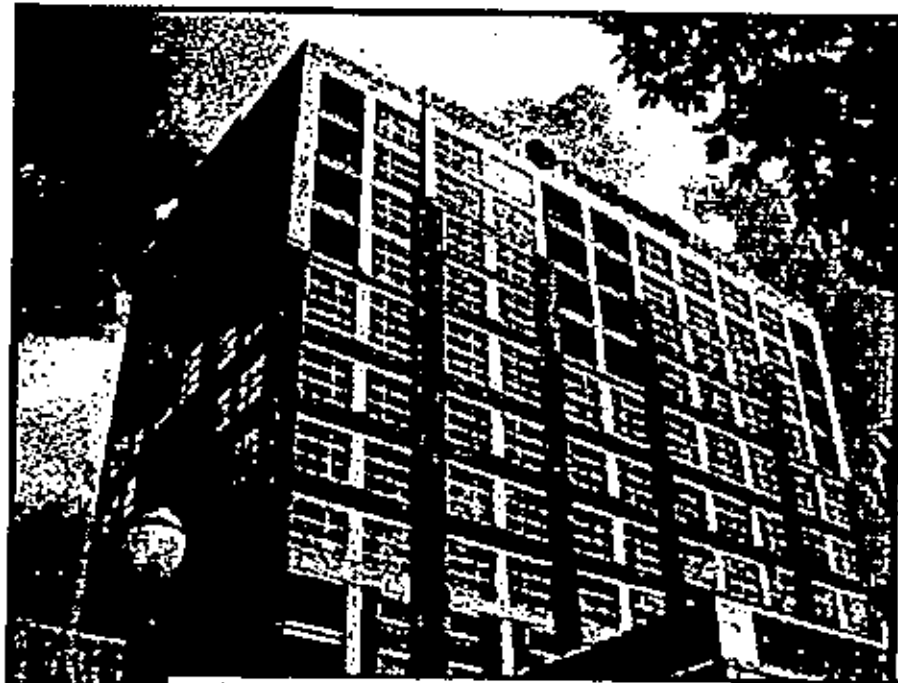
Sincerely,

Bill Scholl
President
First Security Bancorp


Rush F. Harding, III
Chief Executive Officer
Crews & Associates, Inc.

P.O. Box 17770
Little Rock, AR 72222
(501) 217-4500
FAX (501) 217-4502
fsbank.com
Member FDIC

Contents



Crews resides in the First Security Center
Located in Little Rock's River Market District.

Crews & Associates, Inc.
Response to Request for Proposal RFP# 06-07
Investment Management Services for

City of Fayetteville, Arkansas

113 W. Mountain Street
Fayetteville, AR 72701

QUALIFICATIONS

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Organization Overview



II-1. Provide a general description of your organization including the ownership, subsidiaries and any affiliations relevant to the city.

OUR ORGANIZATION

Crews & Associates, Inc. is an Arkansas-based, full-service investment banking firm headquartered in Little Rock, Arkansas. The firm operates additional offices in Fayetteville, Searcy, Cabot, Clarksville, Conway, Heber Springs, Mountain Home and Springdale.

Crews & Associates is a wholly-owned subsidiary of First Security Bancorp, an Arkansas-based financial services holding company with more than \$2 billion in assets. Our affiliation with First Security Bancorp and its management team, led by Chairman Reynie Rutledge, enhances our company's management team, our access to capital, and our access to the most advanced technology. This alliance provides Crews with the resources to be an even more valuable partner to our Arkansas-based clients.

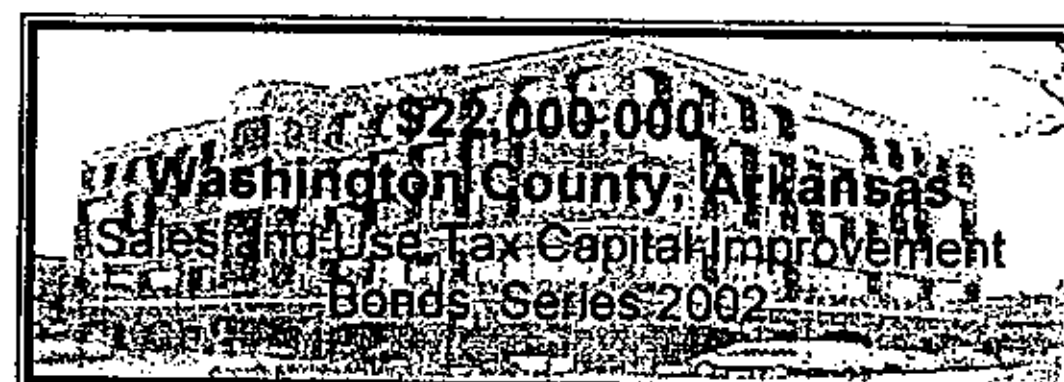
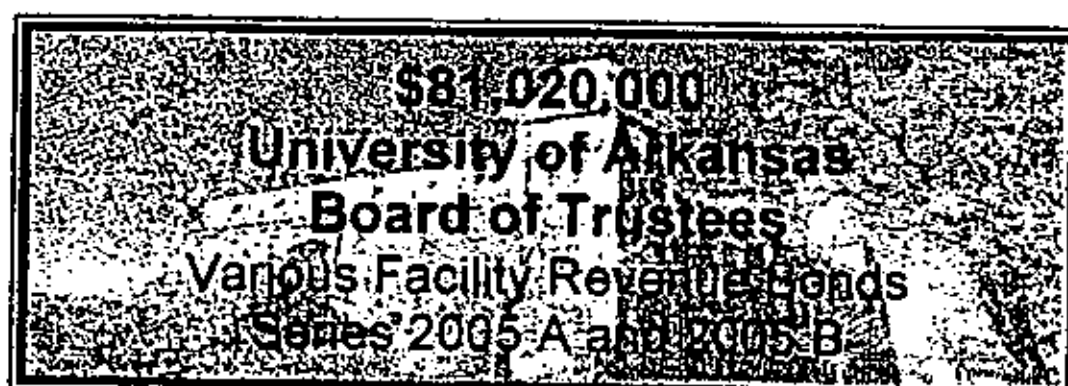
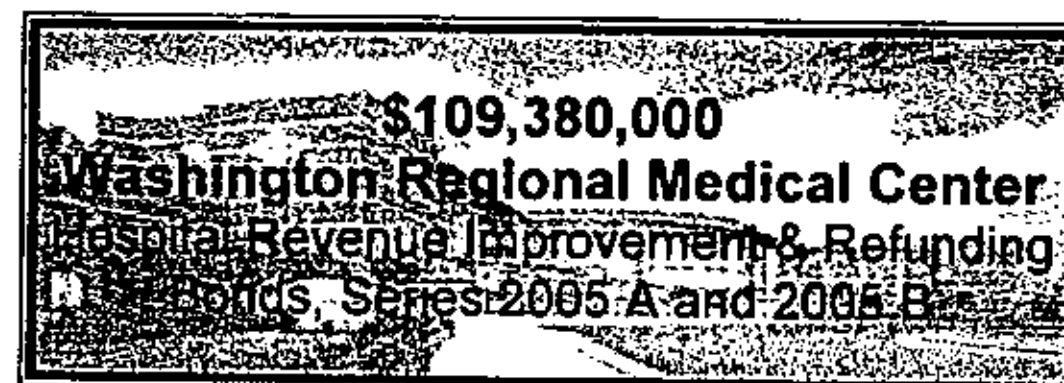
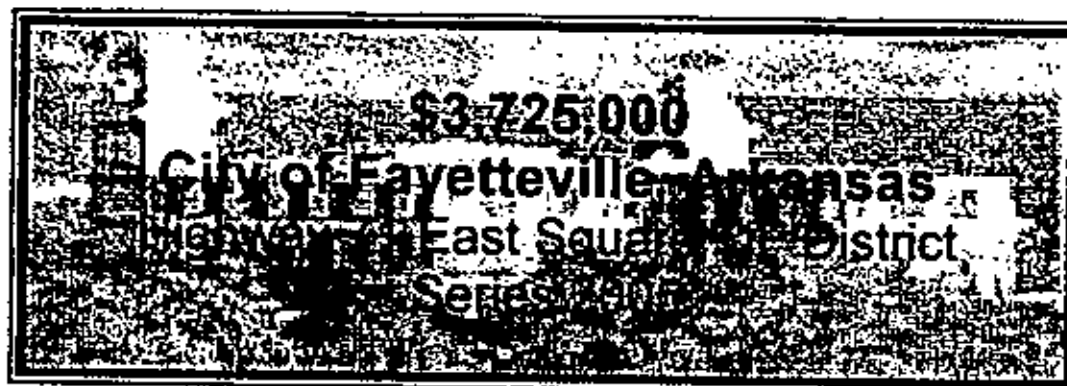


First Security Bancorp has affiliate offices in Fayetteville, Springdale, Rogers, Searcy, Little Rock and several other Arkansas communities. It is a privately-owned firm with a limited number of shareholders; two of its majority stockholders — Reynie Rutledge and Jim Lindsey — have strong ties to Northwest Arkansas.

Stockholders Reynie Rutledge, J. Lindsey

Crews & Associates is headquartered in Little Rock with approximately 170 employees working from this location. The day-to-day business activities are managed by Rush Harding, chief executive officer, and Jim Jones, president. In addition to our investment management services, Crews is also an active underwriter of municipal securities in Arkansas and around the nation. Our firm maintains underwriting offices in Little Rock, Arkansas; Fayetteville, Arkansas; Searcy, Arkansas; Baton Rouge, Louisiana; Montgomery, Alabama; Jackson, Mississippi; Charleston, West Virginia; Morgantown, West Virginia; and Columbia, Maryland. In 2005, Crews & Associates ranked second in the State of Arkansas in terms of new municipal securities issues and in the top 50 for new issues around the nation.

Crews has recently underwritten bond issues that included a variety of improvements for the Fayetteville area including:



Investment Management Team

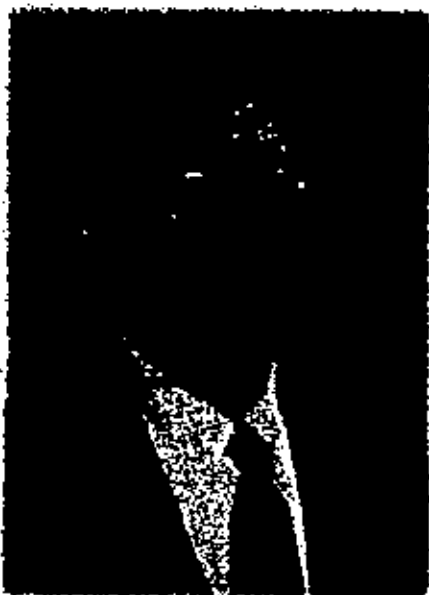


II-2. Provide information identifying the number and type of investment professionals employed by your organization and indicate the average number and type of accounts handles by a portfolio manager. Please provide resumes of the principals who will be responsible for the management of the City's investments.

First Security Bancorp, through investment affiliate Crews & Associates, employs more than 125 registered investment professionals in Arkansas. Our typical investment professionals manage a multitude of fixed income accounts of varying sizes. Large institutional accounts, such as the City of Fayetteville's account, will be assigned to a seasoned, proven manager whose skills and expertise have been proven over decades.

We anticipate that activity related to this account will be managed by the following team of experienced professionals (resumes follow):

Investment Management Team	
Mr. Frank Faust	Trust Department Manager, First Security Bancorp
Mr. Rush Harding	Chief Executive Officer, Crews & Associates
Mr. John Rutledge	Vice President, First Security Bancorp
Mr. Jim Jones	President, Crews & Associates



Frank Faust
(501)279-3408
ffaust@fsbancorp.com

Frank Faust is Senior Vice President and Trust Officer at First Security Bank. Mr. Faust has been with the Trust Division for more than 10 years and has extensive experience in managing fixed-income securities.

After practicing law in Little Rock, Arkansas, for six years, Mr. Faust joined First Security as head of its Trust Department. He received his Bachelors in Finance Degree from the University of Arkansas at Fayetteville in 1987. He received his Juris Doctor degree, with honors, from the University of Arkansas, Fayetteville, in 1990.

Resumes continued on page 4 ...



Crews & Associates
Member First Security Bancorp

Investment Management Team



Rush Harding
(501) 978-7903
rharding@crewsfs.com

Rush Harding, with six other business professionals, founded Crews & Associates in 1979. Rush is now the chief executive officer and oversees the affairs of the company, directly managing all of its sales and marketing efforts.

Rush has been active in the sale and trading of bonds since 1976. The municipal bond industry recognizes him as a leading authority on municipal bonds. Rush has been the key individual in determining the structure of every financing that Crews has brought to the market. Rush attended West Point and graduated with honors from the University of Central Arkansas. He continues to serve the University of Central Arkansas as a member of its Board of Trustees. Rush participates in the activities of various local organizations. He also serves on the boards of Pulaski Academy and the Arkansas Sports Hall of Fame.



John Rutledge
(479) 750-7060
jrutledge@fsbancorp.com

John Rutledge has worked for First Security Bancorp and its affiliates since 2001. He now serves as a Vice President of First Security while also continuing his investment banking career with Crews & Associates, Inc.

John was born and raised in Searcy, Arkansas. He attended the University of Arkansas where he lettered in football and earned his BSBA in Finance Management from the Walton College. After graduating in May 2001, he joined Crews & Associates, Inc. Following two years of investment banking for Crews' Public Finance Group, John returned to the University and earned his Masters of Business Administration. Upon graduating in 2004, he joined First Security and continues his service to Crews and Associates.

He currently lives and works in Northwest Arkansas. He is an active member of Central United Methodist Church in Fayetteville and Springdale's Rotary club. He also serves on the board of Arkansas Sports Hall of Fame, the Advisory Committee for Soaring Wings Ranch, and the Business Alumni Advisory Council for the Walton College of Business at the University of Arkansas.



Jim Jones
(501) 978-7907
jjones@crewsfs.com

Jim Jones is president and chief compliance officer of Crews & Associates, Inc. In addition, he is a prominent salesman for the firm. Jim directed the general market underwriting department until May 1996, when he was elected chief executive officer. Jim served in that capacity until the firm's merger with First Security Bancorp.

Jim is recognized in the municipal finance industry for his commitment to ethics and maintenance of high standards of conduct. He has served on the NASD Small Firm Advisory Committee and has held the position of Chairman of the NASD District #5 Business Conduct Committee and the National Advisory Council. Jim has a B.A. degree in Communications from the University of Arkansas and a Masters degree in Communications from the University of Oklahoma.



Experience



II-3. Provide a general description of investment experience with public and/or private sector customers in managing assets utilizing the same or similar type investment policy. Please list a minimum of three such customers that may be contacted for references.

EXPERIENCE AND INSTITUTIONAL REFERENCES

The investment management team responsible for the activity in the proposed account possess 70+ years of combined experience in fixed income investing. Mr. Harding specializes in fixed income investing while Mr. Jones has been an investment banking specialist since 1976. Together, these men have focused their entire careers on fixed income. As the Manager of First Security's Trust operations, Mr. Faust has a broad range of experience working with large institutional accounts including presently managing over \$100 million for the State of Arkansas. As a result of his experience with our fixed income underwriting group, Mr. Rutledge has extensive knowledge of the credit markets. He is committed to the Fayetteville area, having graduated from the University's Fayetteville campus in 2001 and having worked in investment banking for the Crews & Associates Public Finance Group in both the Fayetteville and Little Rock offices. We are confident that no other respondent to this RFP can provide the City of Fayetteville with the depth of experience and knowledge that this team of professionals can provide or the accessibility.

Mr. Allen Smith	Mr. Gus Wingfield	Harry Hedges	Mr. Larry Dickerson
Chief Financial Officer Senior Vice President Arkansas Baptist Health Exit 7 I-630 Little Rock, AR 72205 (501) 202-2000	State Treasurer State of Arkansas 1401 West Capitol, Ste 275 Little Rock, AR 72201 (501) 682-1408	Treasury Manager Polk County, Florida P.O. Box 988 Barto, Florida (863) 682-1408	Chief Financial Officer (Highway Dept.); Executive Secretary Ret. Fund) Arkansas Highway Retirement System 10234 I-30 Little Rock, AR 72209 (501) 569-2411



Client Base



II-4. Describe your institutional investment management asset portfolio and fixed income portfolio totals separately for Governmental and other institutional entities and identify such assets as operating or pension funds.

Crews & Associates has more than 6,000 active accounts in 35+ states across the Country. A full range of investment services are offered; these include custodial, safekeeping, principal and agency accounts. In the past 12 months, our volume of fixed income trading has been in excess of \$5 billion. Approximately ninety-five percent of the firm's business is in the area of fixed income investing and approximately 80% of this business is for the benefit of institutional accounts. Our clients are among the largest in the world and are diverse — ranging from customers like All State Insurance to Grambling University to the State of Arkansas.

Procedures



II-5. Describe the process you would recommend for establishing the investment objectives and for this account. Describe reporting procedures. Include a proposed action plan to phase in investing of available cash. The City has a current portfolio of approximately \$69,000,000 held with an asset manager.

Strict guidelines would be imposed to insure proper compliance with applicable state statutes and the city's adopted investment policy. The goals and objectives of the City are relatively simple: preserve principal and employ appropriate strategies to maximize returns. With the relatively short investment term (5 years), we would anticipate a fairly aggressive investment schedule to take advantage of the recent dramatic rise in short-term interest rates.



Resources



II-6. Describe your organization's research capabilities and credit review process. Describe efforts your firm makes to keep portfolio managers informed of developments relevant to government investment managers.

The professionals assigned to the account along with our underwriting group of approximately 30 professionals are constantly reviewing credit ratings and performing proper due diligence on accounts to which they are assigned. In addition, we are focused exclusively on fixed income, which means that all of our time and attention is directed to this area. Considering the conservative investment policy of the City, the vast majority of these funds would be invested in United States Government Securities or Agencies of the U.S. Government. Any corporate bonds sold to this account in accordance with the written guidelines would be reviewed monthly.

Performance



The firm is providing specific performance of two Portfolios, managed by Mr. Jones and Mr. Harding, with goals similar to those stated by the City of Fayetteville. The first account, managed by Mr. Jones, is for a major health care company based in Little Rock. This account has a duration of 5 years +/-, and is invested in U.S. Government Bonds or Government Agency Securities. The par value of securities in the account is approximately \$40 million. The second account, managed by Mr. Harding, has a slightly longer duration — 7 to 10 years — and is more aggressive in its objectives. Approximately 80% of the fund's assets are in investment grade securities. This fund's performance is actually measured against the Lehman Aggregate Bond Index. For purposes of this discussion, and for comparison purposes, we will measure it against the indexes requested as well as with the Lehman Index. This second fund has a principal balance of approximately \$25 million.

COMPARISON INDEX			
	2003	2004	2005
AAA U.S. Treasury 1-5 Years	1.447%	1.452%	2.145%
AAA U.S. Agency 1-3 Years	1.767%	1.183%	2.184%
Lehman Aggregate Bond Index	4.620%	3.780%	2.450%

* Source: Bloomberg

PERFORMANCE			
	2003	2004	2005
Reference Account #1	3.28%	4.93%	2.18%
Reference Account #2	11.69%	7.21%	5.42%



Litigation



III-3. Provide history of any complaints, censure of litigation by the Securities and Exchange Commission and/or other regulatory agencies involving your organization within the last three (3) years.

None



Fee Schedule



III-4. Include a schedule of incremental and/or fixed fees, including custodial fees on a monthly or annual basis. This may be stated as a percentage of amounts managed. If stated as a percentage, describe how the fees will be computed. Identify the services and expenses that will be covered by the fees.

Our proposed fee schedule is negotiable. Based on the information available to us, First Security Bank's Trust services group proposes an all inclusive (custodial, safekeeping, wire etc..) annual fee of 10 basis points for \$25 million or more in managed assets. If less than \$25 million in managed assets, the trust services group proposes an all inclusive annual fee of 14 basis points. All purchases for the benefit of the City of Fayetteville will be accomplished by First Security Bancorp in accordance with the terms and condition of the City's Investment Policy.



INVESTMENT MANAGEMENT AGENCY AGREEMENT

THIS INVESTMENT MANAGEMENT AGENCY AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FAYETTEVILLE, ARKANSAS, an Arkansas municipal corporation, by its Mayor and City Clerk, duly authorized by action of its City Council (the "City") and FIRST SECURITY BANK, an Arkansas banking corporation, by its Sr. Vice President and Trust Officer, duly authorized by its Board of Directors ("FSB").

WHEREAS, the City solicited Requests for Proposals for Investment Management Services pursuant to its RFP No. 06-07; and

WHEREAS, FSB submitted a response to the Request for Proposal which was, after examination of responses received from other qualified persons, accepted by proper action of the City Council of the City.

NOW THEREFORE, in consideration of the mutual promises and obligations of the parties hereto, for other good and valuable consideration, and intending to be bound, the parties agree as follows:

1. Appointment of Investment Manager. The City hereby appoints FSB to act as investment manager with respect to those financial assets of the City (the "Account Assets") which will hereafter be transferred to the custody of FSB, to be held as custodian pursuant hereto. The Account Assets shall include the financial assets initially transferred to FSB, financial assets hereafter transferred to FSB by the City, and income, increment, proceeds and accretions to all of the foregoing. FSB will furnish an investment program to maximize the financial returns on the Account Assets while adhering to the City's Investment Policy (as hereinafter defined).

2. Custody of Account Assets. FSB will act as custodian for all of the Account Assets acting through its Trust Division. All Account Assets shall remain in the physical possession of FSB as custodian. FSB shall, during the effectiveness hereof, maintain fiduciary liability insurance with limits of liability not less than \$2,000,000.

3. Management Authority. The City hereby authorizes FSB to place orders or otherwise give instructions for the purchase, sale, or exchange of securities on behalf of the City which are included in the Account Assets without prior consultation or ratification by the City, giving and granting to FSB, complete discretion as to the nature, amount and timing of all securities transactions, subject only to those restrictions, limitations and guidelines which are set out in the City of Fayetteville, Arkansas, Investment Management Policy which is attached hereto as Exhibit A and made a part hereof by this reference, which is incorporated in Resolution No. 169-99, duly adopted by the City Council of the City on December 21, 1999 (the "Investment Policy"). The City reserves the right to revise or modify the Investment Policy at any time, and from time to time, provided that, no such revision or modification shall be binding upon FSB until written notice thereof is received by FSB. All purchases of securities which will become a part of the Account Assets shall be on a delivery versus payment basis.

4. Fees. As compensation for its services pursuant hereto, FSB will be paid a fee equal to 14 basis points of the average Account Assets if the average market value of the Account Assets are less than \$25 million during a calendar month; and a fee equal to 10 basis points of the average market value of the Account Assets if the average market value of the Account Assets are greater than \$25 million during a calendar month. The foregoing fees of FSB do not include fees for brokerage services in connection with the purchase or sale of any security which is or is to become a part of the Account Assets. All fees of FSB and all brokerage fees payable with respect to the Account Assets shall be paid from the Account Assets and shall be separately accounted for in all reports provided to the City.

5. Brokerage.

5.1. Selection of Broker. The City authorizes FSB to place orders for purchases and sales of securities and financial assets through any broker or dealer it chooses, including a broker or dealer which is affiliated with or under common control with FSB. In selecting a broker or dealer for any transaction or series of transactions, FSB will consider such factors as net price, execution, availability of research, and other factors which FSB reasonably believes to be appropriate for purposes of making that decision. The fact that the fees paid for brokerage services for the broker or dealer selected by FSB are greater than fees for which similar services could be obtained, shall not be a basis for liability to FSB.

5.2. Aggregation of Purchases. The City agrees that FSB may aggregate sale and purchase orders of securities with similar orders being made simultaneously for other accounts managed by FSB, or for accounts of affiliates of FSB if, in the judgment of FSB, aggregation of such orders will result in a net savings to the City with respect to the purchase or sale order for the particular security.

6. Monthly Reports. The Custodian shall provide the City with monthly reports of the Account Assets in a format consistent with the reporting requirements of the Governmental Accounting Standards Board, and otherwise reasonably acceptable to the City. The Custodian and FSB shall provide such other and further information as the City may reasonably require in connection with the Account Assets.

7. Voting of Equity Securities. Unless otherwise directed by the City, FSB is authorized, in its discretion, to take such action as it deems appropriate with respect to any proxy received with respect to any equity securities which may be or become a part of the Account Assets from time to time.

8. Investment Risks. The City acknowledges that there are risks inherent in all investments, and that some investments will result in profits and some investments will result in loss. FSB shall not be liable to the City for any error of judgment or mistake of law in the execution of its responsibilities hereunder, or for any loss suffered with respect to the Account Assets, or any other matter arising out of this Agreement,

excepting only losses suffered as a result of the negligence, bad faith or willful misconduct of FSB.

9. Term and Termination. This Agreement shall be effective upon execution by both parties and shall continue in force until modified by mutual agreement of the parties in writing, or until terminated on thirty (30) days prior written notice by either party to the other. Upon notice to the Custodian of any such termination, the Custodian shall deliver the Account Assets to, or as directed in writing by, the City.

10. Miscellaneous Provisions.

10.1. Other Activities of FSB. Nothing in this Agreement shall be deemed to restrict FSB or its affiliates from engaging in any other business or in rendering any other investment agency services to any other person.

10.2. No Assignment. FSB shall not assign this Agreement, or delegate its duties hereunder to any non-affiliated third party without the prior written consent of the City.

10.3. Notices. All notices required or permitted hereunder shall be in writing, and shall be delivered by U.S. Mail, return receipt requested, or via confirmed facsimile, and addressed as follows:

If to the City: City of Fayetteville, Arkansas
113 W. Mountain St.
Fayetteville, Arkansas 72701
Attn: Mayor

Facsimile: 479-575-8257

If to FSB: First Security Bank
314 N. Spring
Searcy, AR 72145-1006
Attn: Frank Faust
Sr. Vice President & Trust Officer

Facsimile: 501-278-2175

With copy to: First Security Bank
1219 E. Joyce Blvd
Fayetteville, Arkansas 72703
Attn: John Rutledge

Facsimile: 479-527-7001

All notices shall be deemed delivered when received, or the first day that delivery is refused.

10.4. Entire Agreement. This Agreement, together with the Exhibit hereto, is the entire agreement of the parties and may be modified only by a writing executed by all parties, except that the City may modify the Investment Policy at any time, from time to time, without the consent of FSB.

10.5. Governing Law. This Agreement has been executed in and shall be construed under the laws of the state of Arkansas.

10.6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall be one and the same instrument.

10.7. Severability. If any one or more of the provisions hereof are determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect upon the remaining provisions hereof, which shall remain valid and enforceable in accordance with their terms.

DATED AND EFFECTIVE this _____ day of _____, 2006.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Mayor

Attest:

City Clerk

FIRST SECURITY BANK

By: _____

Frank Faust

Sr. Vice President & Trust Officer

EXHIBIT A
INVESTMENT POLICY
[SEE ATTACHED]

CITY OF FAYETTEVILLE, ARKANSAS POLICY AND PROCEDURE

Subject:	City Investments
Policy Number:	AC-02
Original Policy Date:	December 21, 1999
Effective Date of New/Revised Policy:	December 21, 1999
Revision Dates:	Replaces ACCT-2 issued July 2, 1996
Custodian: (Division)	Accounting
Mayor's Signature and Date	

AC-2.0 PURPOSE:

The purpose of this policy is to provide guidelines for investment of City of Fayetteville operating funds to preserve the safety of principal, to maintain adequate cash flow, and to maximize interest earnings.

AC-2.1 SCOPE:

This policy applies to the investment of City of Fayetteville operating funds not needed for immediate expenditures. This policy does not govern the investment of employee retirement or pension funds or proceeds of bond issues.

AC-2.2 STANDARDS/OBJECTIVES:

Investments will be made within the constraints of applicable State laws and this policy, taking into consideration liquidity needs of the City.

Investment decisions will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment of the funds of the City of Fayetteville shall be directed to the primary objective of safety of principal; the secondary objective shall be maintaining adequate cash flow; and the final objective shall be maximizing investment yield.

AC-02

Page 2 of 6

Except for cash in certain restricted and special funds, the City may consolidate moneys from individual funds to maximize interest earnings. Investment income will be allocated to the various funds based on each fund's participation.

AC-2.3 DELEGATION OF AUTHORITY/RESPONSIBILITY:

Management of the investment of City funds regulated by this policy shall be the responsibility of the Mayor and the Finance & Internal Services Director. The Mayor and the Finance & Internal Services Director may delegate authority for investment transactions. The Mayor and the Finance & Internal Services Director may, by proper procurement procedures, contract for the services of an asset manager, an investment advisor, or other expert advisor(s) to invest all or a portion of City funds regulated by this policy. Selection of an independent asset manager or investment advisor will be limited to those candidates who have an office within the City of Fayetteville.

The Mayor and the Finance & Internal Services Director and their designees are authorized to: open and close accounts with financial institutions in the name of the City; make wire transfers of funds for the City; make deposits of funds for the City; execute collateral, depository and investment agreements for the City; and take any other such actions needed to carry out their responsibilities for the depositing and investing of the City's funds as authorized by State Statutes and this policy.

The Mayor, the Finance & Internal Services Director, and other City employees assigned to manage the investment portfolio, acting within the intent and scope of this Investment Policy, shall be relieved of personal responsibility for an individual security's credit risk or market risk. Officers and employees involved in the investment process shall refrain from personal business activities that conflict with proper execution of the investment program or impair their ability to make impartial investment decisions.

The Mayor and the Finance & Internal Services Director shall establish operating procedures to implement this investment policy.

AC-2.4 AUTHORIZED INVESTMENTS:

- A. The City will invest only in book entry securities.
- B. The City may, without limitation, invest in the following instruments, provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment by Arkansas Code Annotated §§ 14-58-309 (Act 1341 of 1999), and further defined in Section 23-47-401 (Investment Powers and Limitations), or by the Local Government Joint Investment Trust Act, Arkansas Code Annotated §§ 19-8-301 et seq., (Local Government Trusts) as they may from time to time be amended:
 - 1. Direct obligations of the United States Government;

AC-02

Page 3 of 6

2. Obligations of agencies and instrumentalities created by act of the United States Congress and authorized thereby to issue securities or evidences of indebtedness, regardless of guarantee of repayment by the United States Government;
3. Obligations the principal and interest of which are fully guaranteed by the United States Government or an agency or an instrumentality created by an act of the United States Congress and authorized thereby to issue such guarantee.
4. Obligations the principal and interest of which are fully secured, insured, or covered by commitments or agreements to purchase by the United States Government or an agency or instrumentality created by an act of the United States Congress and authorized thereby to issue such commitments or agreements.
5. General obligations of the states of the United States and of the political subdivisions, municipalities, commonwealths, territories or insular possessions thereof (general obligation bonds);
6. Obligations issued by the Arkansas State Board of Education under authority of the State Constitution or applicable statutes;
7. Prerefunded municipal bonds, the principal and interest of which are fully secured by the principal and interest of a direct obligation of the United States Government;
8. Certificates of deposit with banks authorized by State law to receive deposits of public funds, that have branches or main offices within the Fayetteville City limits, with which the City has both a depository agreement and a collateral agreement.
9. Repurchase agreements that are fully collateralized by direct obligations of the United States Government, provided that any such repurchase agreement shall provide for the taking of delivery of such collateral directly or through an authorized custodian;
10. Securities of, or other interest in, any open-end type investment company or investment trust registered under the Investment Company Act of 1940, and which is defined as a "money market fund" under 17 CFR § 270.2a-7, provided that the portfolio of such investment company or investment trust is limited principally to United States Government obligations and to repurchase agreements fully collateralized by United States Government obligations, and, provided further that any such investment company or investment trust shall take delivery of such collateral either directly or through an authorized custodian.
11. Local Government Trusts.

AC-02

Page 4 of 6

C. The City may invest no more than twenty percent (20%) of the pooled investments in the following investment types and in accord with certain limitations described in Section VII Investing Parameters:

1. Corporate debt obligations (including commercial paper) of any corporation, with the following credit ratings: investment of City funds in Corporate Bonds will be limited to those rated as Single A minus or better by both Moody's Investor Service and Standard and Poor's; investment of City funds in Commercial Paper will be rated A-1/P-1,
2. Securities of, or other interests in, an open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements collateralized by the same type of collateral used to collateralize other City deposits, and provided further that any such investment company or investment trust shall take the delivery of such collateral either directly or through an authorized custodian;

D. Other Provisions

1. The Finance & Internal Services Director may establish an account with the Federal Reserve Bank to purchase U.S. Government Securities directly from the U.S. Treasury.
2. Any Arkansas state legislative action that provides for additional investment vehicles or further restricts investment vehicles will be incorporated into the City's investment policy and will supersede any previous language.
3. The City will be allowed to hold to maturity any investments existing at the time of enactment of this policy. Reinvestment of such funds will be in accordance with this policy.
4. The Mayor and the Finance & Internal Services Director may set additional limitations on the parameters for various types and concentration of investments. Operating procedures will define requirements to implement this policy.

AC-2.5 INVESTMENTS NOT AUTHORIZED:

The following investment vehicles, authorized by Act 1341 of 1999, are not considered suitable investments for City of Fayetteville funds:

- A. Warrants of political subdivision of the State of Arkansas and municipalities thereof having maturities not exceeding one (1) year.
- B. The sale of federal funds with a maturity of not more than one (1) business day.
- C. Industrial development bonds for corporate obligors issued through any state of the United States or any political subdivision thereof.

AC-02

Page 5 of 6

- D. Revenue bond issues of any state of the United States or any municipality or any political subdivision thereof.
- E. Securities or other interests issued, assumed or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the European Bank for Reconstruction and Development, the Asian Development Bank, or the African Development Bank.
- F. Uninsured demand, savings, or time deposits or accounts of any depository institution chartered by the United States, any state of the United States, or the District of Columbia.

AC-2.6 INVESTING PARAMETERS:

A. Diversification

The City investments regulated by this policy shall be diversified by:

- limiting investments to avoid over concentration in securities from a specific issuer to five percent (5%) of the cost basis of the City's portfolio at the time of purchase, a limit of fifteen percent (15%) of the cost basis of the City's portfolio will apply to each business sector as defined by any recognized rating agency (excluding U.S. Treasury securities and collateralized certificates of deposit),
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained.

B. Maximum Maturities

The City will attempt to match investment maturities with cash flow requirements and will utilize investments in readily available funds, when needed, to meet ongoing obligations. The City anticipates a range of maturities of ninety (90) days to five (5) years. The City will invest in securities maturing more than five (5) years from the date of purchase only when the funds are easily defined to be used after five (5) years.

AC-2.7 ALLOWED INSTITUTIONS:

Security transactions on behalf of the City by an asset manager, or the City itself, will be conducted only with financial institutions and broker/dealers who have offices within Washington County unless otherwise authorized in writing by the Mayor and Finance & Internal Services Director.

A list of authorized financial institutions and broker/dealers to be used by an asset manager, an investment advisor, or the City itself, will be maintained by the City and provided to such asset manager or investment advisor on a mutually agreed upon basis. Security broker/dealers on the list will meet or exceed the capital adequacy standards set

AC-02

Page 6 of 6

by the Federal Reserve Bank of New York and may include dealers designated as primary dealers by the Federal Reserve Bank of New York or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (Uniform Net Capital Rule).

AC-2.8 SAFEKEEPING/COLLATERALIZATION:

- A. Investment of City funds, including cash held for investment, managed under contract of services by an asset manager, investment advisor, or other expert advisor(s) will be placed with a third party custodian approved by the City. All trades, where applicable, will be executed by Delivery vs. Payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
- B. The custodian will make reports as requested by the City or advisor(s) and will be accountable for the assets held by the custodian for the City's account. The custodian will be required to maintain an office in Washington County, Arkansas.
- C. Collateralization will be maintained as required by State law and procedures established by the City. Demand deposits, time deposits, repurchase agreements, and any other investments requiring collateralization shall be collateralized at a level of 102 percent of the market value of principal and accrued interest, less the amount insured by the FDIC.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

9/5/06
 City Council Meeting Date

Ray M. Boudreaux
 Submitted By

Aviation & Economic Development
 Division

General Government-
 Department

Action Required:

ACTION REQUIRED: A Resolution to accept and approve the updated Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program Participation Goal in 2007 for Airport Improvement Grant Project 3-05-0020-0036-2007, Correct Runway 16 Safety Area Deficiency.

\$0.00

Cost of this request

NA

Account Number

NA

Project Number

NA

Category/Project Budget

NA

Funds Used to Date

NA

Remaining Balance

NA

Program Category / Project Name

NA

Program / Project Category Name

Airport

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

[Signature]
 Department Director

Date

Previous Ordinance or Resolution # 147-00, 150-01, 81-03

Original Contract Date: 97-04, 87-05

Original Contract Number: 202-05

[Signature]
 City Attorney

8/18/06

[Signature]
 Finance and Internal Service Director

Date

8-21-06

Received in City Clerk's Office
 ENTERED
8/17/06

[Signature]
 Mayor

Date

8/21/06

Received in Mayor's Office
 ENTERED
8/18/06

Comments:



Staff Review Memorandum

TO: Fayetteville City Council
THRU: Ray M. Boudreaux, Director
FROM: James L. Nicholson, Financial Coordinator / DBE Liaison
DATE: August 18, 2007
SUBJECT: Disadvantaged Business Enterprise (DBE) Program Goal Update for FY2007

Recommendation: Review & Approval of a Resolution to accept the Fayetteville Municipal Airport Disadvantaged Business Enterprise (DBE) Program Goal Update for FY2007.

Background: On October 14, 2000, the Fayetteville City Council approved the Fayetteville Municipal Airport's revised Disadvantaged Business Enterprise Program. The Airport's DBE Program is federally mandated under 49 CFR Part 26 for all Department of Transportation (DOT/FAA) grant recipients which anticipate receiving more than \$250,000 in federal funds in the fiscal year. Drake Field anticipates receiving approximately \$3,800,000, (Correct Runway 16 Safety Area Deficiency), from the DOT/FAA in FY 2007.

The DBE Program assures that Minority & Women-owned businesses, and other economically disadvantaged small businesses have an equal opportunity, or "level playing field," in competing for Airport procurement contracts.

49 CFR Part 26 requires that our DBE Program Goal be updated annually, and its acceptance acknowledged by the sponsoring city's executive body. The Updated Goal describes the overall DBE participation percentage and value of procurement contracts targeted for award to DBE contractors in the fiscal year. The regulation provides the methodology to be used to set contract DBE participation goals.

Discussion: The purpose of this item is a new resolution approving the updated annual percentage goal established by Fayetteville City Council Resolution No. 202-05 and previous annual updates for DOT/FAA grant assisted contracts entered into by the City of Fayetteville Municipal Airport.

The Airport Board has reviewed the update goal and recommended at their meeting of August 10, that the document be forwarded to the City Council for approval. The new resolution will accept and approve the airport's updated DBE participation goal for FY 2007.

Budget Considerations: No budget effect.

/jn
Attachment: FY 2007 Goal Update & Methodology
Resolution 202-05

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT AND APPROVE THE UPDATED
FAYETTEVILLE MUNICIPAL AIRPORT DISADVANTAGED
BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION
GOALS FOR FY2007.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby accepts and approves the updated Fayetteville Municipal Airport
Disadvantaged Business Enterprise (DBE) Program participation goals for
FY2007.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED

By: DAN GOODY, Mayor

ATTEST

By: SONDRA SMITH, City Clerk

RESOLUTION NO. 202-05

A RESOLUTION TO ACCEPT AND APPROVE THE UPDATED
FAYETTEVILLE MUNICIPAL AIRPORT, DISADVANTAGED
BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION
GOALS FOR FY2006.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

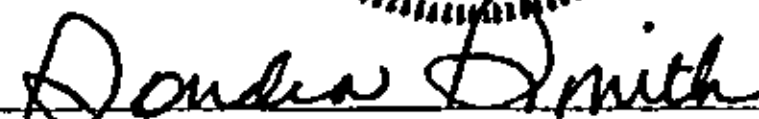
Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby accepts and approves the updated Fayetteville Municipal Airport
Disadvantaged Business Enterprise (DBE) Program participation goals for
FY2006.

PASSED and APPROVED this 18th day of October, 2005.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA SMITH, City Clerk



**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

Airport Sponsor: City of Fayetteville
Name of Preparer: James Nicholson, Financial Coordinator
Fayetteville Municipal Airport/Drake Field
4500 S School Ave., Suite F, Fayetteville, AR 72701

Goal Period: 10/01/06 thru 9/30/07 – AIP Grant No. 3-05-0020-0036-2007
Overall DBE Goal: 2.1%

Introduction to 2007 DBE Goal update: The City of Fayetteville / Fayetteville Municipal Airport DBE Goal update for Fiscal Year (FY) 2007 and extending through the completion of the Airport Improvement Project (AIP) noted above, is provided to describe the Airport Projects which are funded in part with Department of Transportation (DOT) / Federal Aviation Administration (FAA) funds, and to determine by the federally prescribed methodology the portion or percentage of those funds targeted for contract award to Disadvantaged Business Enterprises (DBE's) in accordance with Federal Regulations 49 CFR Part 26.

The Goal Update is a prerequisite for AIP grant funding for airports which anticipate receiving more than \$250,000 in federal funding from the DOT / FAA in the 2007 fiscal year.

The 2007 DBE Goal Update revises the DBE participation goal in federally funded airport contracts anticipated for the 2007 fiscal year, from that originally described in the airport's previously published DBE Program Plan and successive annual goal updates. The FY 2007 Goal Update is effective concurrent with the solicitation of bids through completion of the grant funded project.

Public Participation and Consultation in the DBE Goal Update process is a requirement under federal regulations at §26.45(g). The updated Goal and Methodology is published for 30 days prior to submittal to the FAA for approval. Comments on the Goal Update are accepted for 45 days after the date of public notification of its availability for public review. A number of interested private and public entities were selected to review and comment on the Goal Update, (see attachment #1 - list of consulting agencies). Public comments on the updated goal and methodology are incorporated with the submission to the FAA. *Public comments on the proposed FY 2007 Goal will be received until 9/15/06, (see attachment #2 – comments)*

Comments on the FY 2007 DBE Goal Update may be submitted to the Fayetteville Municipal Airport's DBE Liaison Officer by phone, writing, fax, or e-mail to the following:

James Nicholson, DBE Liaison Officer
Fayetteville Municipal Airport / Drake Field
4500 South School Ave., Suite F
Fayetteville, AR 72701
479-718-7643
479-718-7646 fax
jnicholson@ci.fayetteville.ar.us

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

OVERALL GOALS (\$26.45)

Goal Period

10/1/06 – 9/30/07

Amount of Goal

Fayetteville Municipal Airport's overall goal for Grants: AIP 36 is: **2.1%**

Fayetteville Municipal Airport anticipates one AIP (federally funded) project in FY 2007. The estimated project costs are \$4,000,000 "Correct Runway 16 RSA Deficiency". Thus, the total projected dollar amount of DBE participation in the projects is: **\$84,000**.

Determination of Market Area

Step 1 of the methodology for determining DBE percentage goal requires an assessment of the relative availability of DBE's in the local market area. The local market area is the area which provides, or is most likely to provide, the firms considered qualified to perform the needed work.

Correct Runway 16 RSA Deficiency:

We used information from the State of Arkansas Contractors Licensing Board to determine the number of qualified Contractors available for the project.

Effectively all contractors for airport improvement construction work have historically come from the local area, specifically, Washington, Crawford, and Benton County, except that, occasionally a contractor performing ancillary tasks may be recruited from a further distance. However, the project being considered involves re-routing a portion of the State-owned roadway which bounds the west property line of the airfield and intrudes the Runway Safety Area. Thus, State-wide roadway construction companies will be solicited.

Considerations in selecting Market Area

Correct Runway 16 RSA Deficiency:

A primary condition of asphalt or concrete pavement work is the distance from the material producer's location to the worksite. The pavement material is time limited in its workability before spoilage due to the material's short curing time. Thus, local producers are most apt to provide material for this project. Since the anticipated project consists of re-routing a portion of State Highway 71, contractors for the project may be recruited from the state-wide pool of Heavy Construction / Highway, Street & Bridge constructors.

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update

Our Washington County, Arkansas location, situated in a central valley of the Boston Mountains, contributes to an insulated climate for material suppliers. Accessibility to distant material producers by trans-state highway is limited by mountain terrain and distances of surrounding rural area.

The available DBE Contractors in the Local Market Area are those listed as being certified DBE by the Arkansas State Highway & Transportation Department (AHTD), and listed in AHTD's "Disadvantaged Business Enterprise Directory," published June 14, 2006.

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

Methodology - Step 1

The Fayetteville Municipal Airport / Drake field anticipates awarding one AIP funded project contracts in FY 2007. The project is: 1. Correct Runway 16 RSA Deficiency, which entails redirecting a portion of State Highway 71 west of the north-end of Runway 16.

Project No. 1: Correct Runway 16 RSA Deficiency

2002 NAICS Code	Work Item	DBE's in Local Market Area	All Available Firms
237310	Highway, Street & Bridge Construction	11	210
238110	Asphalt Contractor	1	51
327320	Ready Mix Concrete Mfg	0	12
238120	Structural steel & Precast Concrete	1	2
238210	Electrical Contractors	0	112
237310	Striping (Hwy, St, & Bridge Construction)	0	48
238910	Site Preparation Contractors	1	46
484220	Dump Trucking, local specialized	3	20
	Totals for this Construction Contract	17	501

Calculation of Base Figure

The base figure is calculated as: the number of available DBE contractors as a percentage of all available contractors in the Local Market Area.

Base Figure = DBE contractors / all contractors

Base Figure = 17 / 501 = 0.034

Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update

Methodology - Step 2

Step 2 is an adjustment to the base figure percentage from Step 1 so that the updated goal accurately reflects the actual attainable DBE participation in FY 2007 airport contracts.

Past years DBE accomplishment results data for similar projects are examined and the *median* percentage is averaged with the base figure to determine the adjusted percentage goal. Only projects comprising like work are used for comparison.

DBE Goal Accomplishments - Historical Information

Year	Goal %	Accomplishment %	Project Type
2000	1.74	0	Access Road Construction
2001	.93	.42	Taxiway / Runway Rehabilitation
2003	.73	1.99	Taxiway Construction
2004	1.18	1.13	Taxiway Construction
2005	1.0	.63	Aircraft Apron (In Progress)
2006	1.31	.63	Aircraft Apron (In Progress)
Median %	1.09	.80	

Calculation of adjustment to DBE Base Figure

The calculation of the adjusted figure is determined by averaging the base figure and the historical average for like projects.

Base Figure + Historical Avg. / 2 = Adjusted Figure

$$(3.39 + 0.80) / 2 = 2.1$$

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

Other Factors

Research was conducted to determine if any DBE / small business disparity studies for the region were available. No disparity studies could be located for the region or state.

Research was conducted to determine the number of, and the services provided by, DBE-owned financial institutions in the state. A listing from the U.S. Federal Reserve of all minority-owned banks in the U.S., sorted by state, indicates that there are no minority-owned banks in the State of Arkansas.

The latest U.S. Census Data for Hispanic population in the Northwest Arkansas Regional area indicates an increase of 55% since the US Census in 2000. This is indicative of the continuing influx of Hispanic emigrants to the area. According to statistics from the US Census, American FactFinder 2002 Survey of Business Owners, there are 141 Hispanic-owned construction firms in the Fayetteville-Springdale-Rogers MSA. No statistical subgroup of Heavy Construction / Highway, Street, & Bridge Construction is available. According to the data, the number of Hispanic-owned firms with 10 or more employees is not statistically significant. Since most of the firms have less than 10 employees, it may be inferred that the majority of these Hispanic contractors are engaged in categories of construction work other than Heavy Construction / Highway, Street, & Bridge Construction, such as residential housing or specialties associated with the light construction trades. Additionally, no new local construction contractors have been added to the Arkansas State Highway and Transportation Department DBE Listing. Many of these new contractors may find no advantage in the DBE classification since the rapid growth of the area assures plentiful work for these small firms.

No other factors regarding the local DBE environment could be determined to be an influence on the adjusted DBE goal figure.

Breakout of Estimated Race-Neutral and Race-Conscious Participation

In determining what percentage of the 2007 adjusted goal could be met through race-neutral means, we again reviewed historical DBE accomplishments for Fayetteville / Drake Field. FYV has not typically met its DBE goal in any year since 1997, excepting FY 2003. Therefore, we estimate that in meeting our overall 2007 adjusted goal of 2.1%, we will obtain 0% from race-neutral participation and 2.1% from race-conscious measures (e.g. setting contract goals).

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

Attachment #1 - List of Consulting Agencies

DBE OFFICER
ARKANSAS DEVELOPMENT FINANCE AUTHORITY
P.O. BOX 8023
LITTLE ROCK AR 72203
(501) 682-5904
geagle@adfa.state.ar.us
www.state.ar.us/adfa

ARKANSAS STATE HIGHWAY &
TRANSPORTATION DEPARTMENT
MR JAMES MOORE, DBE COODINATOR
PO BOX 2261
LITTLE ROCK AR 72203-2261
james.moore@ahtd.state.ar.us

ARKANSAS SBDC COLLEGE OF
BUSINESS ADMINISTRATION
100 SOUTH MAIN SUITE 401
LITTLE ROCK AR 72201

SMALL BUSINESS ADVANCEMENT NATIONAL CENTER
UNIVERSITY OF CENTRAL ARKANSAS
COLLEGE OF BUSINESS ADMINISTRATION
UCA BOX 5018201 DONAGHEY AVENUE
CONWAY AR 72035-0001

SMALL BUSINESS ASSOCIATION (SBA)
ARKANSAS DISTRICT OFFICE
CAROL J SILVERSTROM
2120 RIVERFRONT DRIVE SUITE 100
LITTLE ROCK AR 72202-1794
Fax: (501) 324-5199 or (501) 324-5491
carol.silverstrom@sba.gov
patricia.walker@sba.gov
www.sba.gov/ar/

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

ARKANSAS STATE CHAMBER OF COMMERCE
410 S CROSS
PO BOX 3645
LITTLE ROCK AR 72203-3645

VETERANS BUSINESS DEVELOPMENT OFFICE
ANDY LAMONICA
ARKANSAS DISTRICT OFFICE
2120 RIVER FRONT DRIVE ROOM 100
LITTLE ROCK AR 72202

ARKANSAS DEPARTMENT OF
ECONOMIC DEVELOPMENT
DBE OFFICER
ONE CAPITOL MALL
LITTLE ROCK AR 72201

FAYETTEVILLE CHAMBER OF COMMERCE
PO BOX 4216
FAYETTEVILLE AR 72702-4216
FCC@arkansasUSA.com

AIRPORT MINORITY ADVISORY COUNCIL
SHIRLINGTON GATEWAY
2800 SHIRLINGTON RD. SUITE 940
ARLINGTON VA 22206
PHONE (703) 379-5701 FAX (703) 379-5703

MINORITY BUSINESS DEVELOPMENT AGENCY
TO CONTACT US BY EMAIL: HELP@MBDA.GOV
TO CONTACT US BY PHONE: (888) 324-1551

AMERICAN ASSOC OF AIRPORT EXECUTIVES
DBE OFFICER
601 MADISON STREET
ALEXANDRA VA 22314
703-824-0500 PHONE
703-820-1395 FAX

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

AIRPORTS COUNCIL INTERNATIONAL-NORTH AMERICA
DBE OFFICER
1775 K STREET NW SUITE 500
WASHINGTON DC 20006
PHONE: 202 293-8500
FAX: 202 331-1362

HISPANIC WOMEN'S ORGANIZATION OF ARKANSAS
DBE OFFICER
PO BOX 6132
SPRINGDALE AR 72766
479-751-9494
hwoa@jcf.jonesnet.org
ARKANSAS WOMEN'S BUSINESS DEVELOPMENT CENTER
SOUTHERN FINANCIAL PARTNERS
605 MAIN STREET SUITE 203
ARKADELPHIA AR 71923
info@southernfinancialpartners.org

ARK MINORITY SUPPLIER DEVEL COUNCIL
ARMSDC/TEAM
300 SPRING BLDG SUITE 415
LITTLE ROCK, AR 72201
Tel (501) 374-7026 • Fax (501) 371-04
info@armsdc.org

DIVERSITYBUSINESS.COM
200 PEQUOT AVENUE
SOUTHPORT, CT 06890
<http://www.div2000.com/>

FEDERAL ACCESS WEBSITE
LAW OFFICES OF J. COBBIE DE GRAFT
WORLDGATE PLAZA
12801 WORLDGATE DRIVE SUITE 500
HERNDON VA 20170
703-726-0197
703-726-0198 FAX
<http://www.fedaccess.com/>

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

MINORITY BUSINESS ENTREPRENEUR
3528 TORRANCE BLVD. SUITE 101
TORRANCE CA 90503
310-540-9398
310-792-8263
<http://www.mbemag.com/>
kbarnett@mbemag.com

NORTHWEST ARKANSAS LULAC COUNCIL 754
PO BOX 218
ROGERS AR 727157
TELEPHONE: 479-544-2769
contact@nwalulac754.org

SOUTHERN FINANCIAL PARTNERS
DBE OFFICER
605 MAIN ST SUITE 203
ARKADELPHIA AR 71923
info@southernfinancialpartners.org
www.southernfinancialpartners.org

ARKANSAS CAPITAL CORPORATON
DBE OFFICER
700 RESEARCH CENTER BLVD SUITE 1608
FAYETTEVILLE AR 72701
(800) 705-9295
(479) 444-8881
Fax: (479) 444-8882

**Overall Goal and Methodology
Fayetteville Municipal Airport / Drake Field (FYV)
FY 2007 Update**

Attachment #2 – Comments

Comments will be received until September 15, 2006

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Sep-06
City Council Meeting Date

Shannon Jones
Submitted By

Engineering
Division

Operations
Department

Action Required:

Approval of a contract with Utility Service Company, Inc., in the amount of \$89,800.00, for the repainting of the surge tank located on Fitzgerald Mountain, and approve a 5% contingency of \$4,490.00.

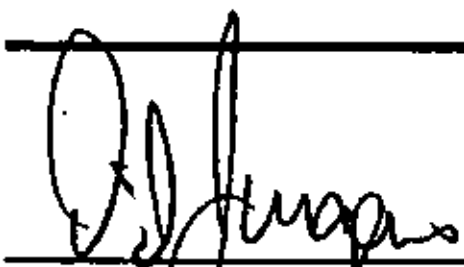
\$94,290.00
Cost of this request
5400.5600.5808.00
Account Number
03018.21
Project Number

\$ 962,326.00
Category/Project Budget
\$ 308,846.00
Funds Used to Date
\$ 653,480.00
Remaining Balance

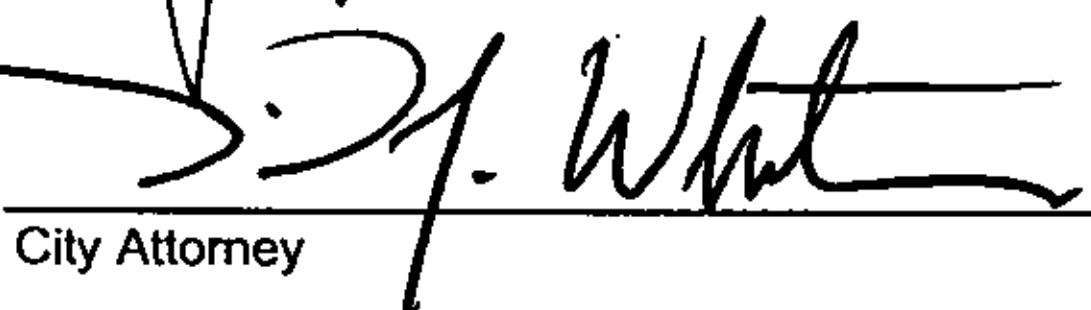
36" Waterline Improvements
Program Category / Project Name
Water and Wastewater
Program / Project Category Name
Water/Sewer
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐


Department Director

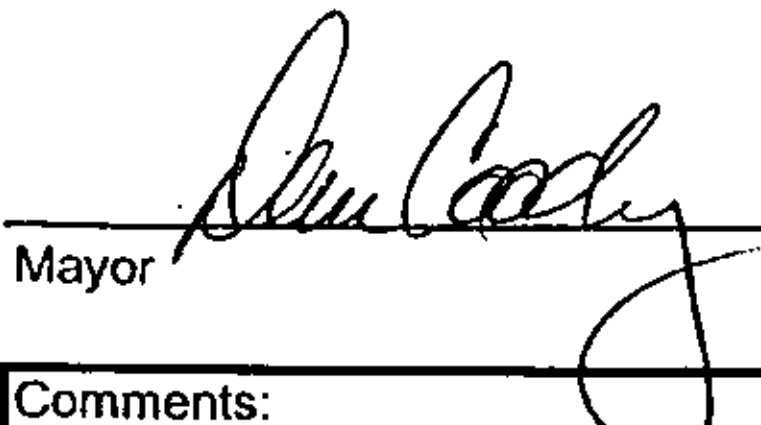
18 Aug 06
Date


City Attorney

8/18/06
Date


Finance and Internal Service Director

8-21-06
Date


Mayor

8/21/06
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office

ENTERED
8/18/06

Received in Mayor's Office

ENTERED
8/21/06

Comments:

City Council Meeting of September 5, 2006

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
David Jurgens, Water & Wastewater Director
Fayetteville Sewer Committee

From: Shannon Jones, Water & Wastewater Staff Engineer *SWJ*

Date: August 16, 2006

Subject: Approval of a contract with Utility Service Company, Inc., in the amount of \$89,800.00, for the repainting of the surge tank located on Fitzgerald Mountain, and approve a 5% contingency of \$4,490.00.

RECOMMENDATION

City Administration recommends approval of a contract with Utility Service Company, Inc., in the amount of \$89,800.00, for the repainting of the surge tank located on Fitzgerald Mountain, and approve a 5% contingency of \$4,490.00.

BACKGROUND

The City received five bids for this project, as follows:

Utility Service Company, Inc.	\$ 89,800.00 (low bid)
Miles Tank Works, Inc.	\$ 96,000.00
Leher Painting Enterprises, Inc.	\$ 99,777.00
TMI Coatings, Inc.	\$ 168,400.00
Classic Protective Coatings	\$ 178,118.00
Engineer's Estimate	\$ 100,000.00

The surge tank is located on the main transmission lines from the Beaver Water District (BWD) to the City of Fayetteville. The purpose of the tank is to relieve any surges in water pressure that may result in an abrupt shut off of the high service pumps from BWD. The surge tank was constructed in 1971, and has not been repainted since its installation.

DISCUSSION

Engineering Staff performed the engineering services for this project. Specifications were completed this spring and the project was advertised for construction. The bids have been reviewed by the Engineering Staff. The low bidder, Utility Service Company, Inc., has completed numerous tank repainting projects within the state to the satisfaction of the respective owners.

BUDGET IMPACT

Funds are available in the Fiscal Year 2006 budget for this project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH UTILITY SERVICE COMPANY, INC. IN THE AMOUNT OF \$89,800.00 FOR REPAINTING THE SURGE TANK ON FITZGERALD MOUNTAIN; AND APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,490.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Utility Service Company, Inc. in the amount of \$89,800.00 for repainting the surge tank on Fitzgerald Mountain. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Project Contingency in the amount of \$4,490.00.

PASSED and APPROVED this 15th day of August 2006.

APPROVED

By

DAN COODY, Mayor

ATTEST:

By

SONDRA SMITH, City Clerk

City Of Fayetteville

(Not a Purchase Order)

Requestion No.:

Date:

Vendor #:

Vendor Name:

Utility Service Company, Inc.

P.O. Number:

Expected Delivery Date:

Address:

535 Courtney Hodges Blvd.

Fob Point:

Taxable

Quoles Attached

City:

State:

Zip Code:

Ship to code:

Division Head Approval:

No:

Requester:

Requester's Employee #:

Extension:

Item

Description

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Numbers

Project/Subproject #

Inventory #

Fixed Asset #

1	Surge Tank Repainting	1	EA	89,800.00	\$89,800.00	5400.5600.5808.00	03018.21		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Per Bid 06-48

Subtotal: \$89,800.00
Tax: \$0.00
Total: \$89,800.00

Approvals:

Mayor:

Department Director:

Purchasing Manager:

Finance & Internal Services Director:

Budget Manager:

IT Manager:

Dispatch Manager:

Utilities Manager:

Other:

BID: 06-48
7/25/2006
2:00 PM
CITY OF FAYETTEVILLE



Bid 06-48, Surge Tank Repainting

BIDDER		TOTAL
1	Classic Protective Coating	\$178,118.00
2	Leher Painting Enterprises, Inc.	\$99,777.00
3	Miles Tank Works, Inc.	\$96,000.00
4	TMI Coatings, Inc.	\$168,400.00
5	Utility Service Company, Inc.	\$89,800.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: P. Vice P. VICE PURCH MGR
WITNESS: [Signature] WITNESS
DATE: 07/25/06

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

B. 1
Raze and Removal at
95 Cleburn Street
Page 1 of 14

6-Jul-06

City Council Meeting Date

Yolanda Fields

Submitted By

Com Res & Code Comp

Division

Operations

Department

Action Required:

Public Hearing and Resolution to order the Raze and Removal of the dilapidated structure located at 95 Cleburn Street, Fayetteville, AR 72701

\$4,000.00

Cost of this request

\$25,000

Category/Project Budget

1010 6420 5315 00

Account Number

\$10,500.00

Funds Used to Date

Contract Services

Program / Project Category Name

\$14,500.00

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Department Director

Date

City Attorney

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED

6-15-06

Received in Mayor's Office

ENTERED

6/16/06

BRP

Staff recommends Raze and Removal of structure

Tabled to 9/5/06 meeting 7/8/06
Tabled to 7/18/06 meeting 7/6/06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations 
From: Yolanda Fields, CRCC Director
Date: June 14, 2006
Subject: Raze & Removal of structure on 95 Cleburn Street

RECOMMENDATION

Staff recommends a resolution to order the raze and removal of the structure.

BACKGROUND

Service Request #34396, Case #4601: Code Compliance responded to a complaint concerning the structure located at 95 Cleburn Street, recognized on Washington County records as 867 N College Ave. The structure appeared to possibly be in violation of Ordinance 173.08, Unsafe Buildings. The Building Safety Division Director inspected the property and determined that the structure was in violation of Ordinance 173.08, Unsafe Buildings.

An Unsafe Buildings Notice of Violation was sent by Certified Mail to the property owner on April 17, 2006. The property owner signed the Certified Mail receipt on April 18, 2006. By ordinance, the owner were given until May 18, 2006 to acquire a building permit or to demolish and remove the structure.

DISCUSSION

This parcel contains a partially razed structure. There is not a current building permit issued on this structure.

BUDGET IMPACT

Contracting the raze and removal of the property would cost approximately \$4,000.00. The cost would be billed to the property owner. If payment is not received, the city will place a lien on the property for the amount of the raze and removal.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A
DILAPIDATED AND UNSAFE STRUCTURE OWNED BY BEACON
FLATS, LLC LOCATED AT 95 CLEBURN STREET IN THE CITY OF
FAYETTEVILLE, ARKANSAS

WHEREAS, Beacon Flats, LLC is the record owner of the real property situated at
95 Cleburn Street, City of Fayetteville, Washington County, Arkansas, more particularly
described as follows:

WC Parcel Number 765-03828-000; and,

WHEREAS, the City Council has determined that the structure located on said
property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Beacon Flats, LLC, having been properly served with a Violation
Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct
said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and
unsafe structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in
accordance with the provisions of Ordinance No. 3948 of 1996, Beacon Flats, LLC is hereby
ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located
on the aforementioned real property. The manner of removing said structure shall be:
dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That, if Beacon Flats, LLC does not comply with this order, the Mayor
is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and
removed; and a lien against the real property shall be granted and given the City, pursuant to
A.C.A. §14-54-904, for the costs associated therewith.

PASSED and APPROVED this 6th day of July, 2006.

ATTEST:

By

SONDRA SMITH, City Clerk

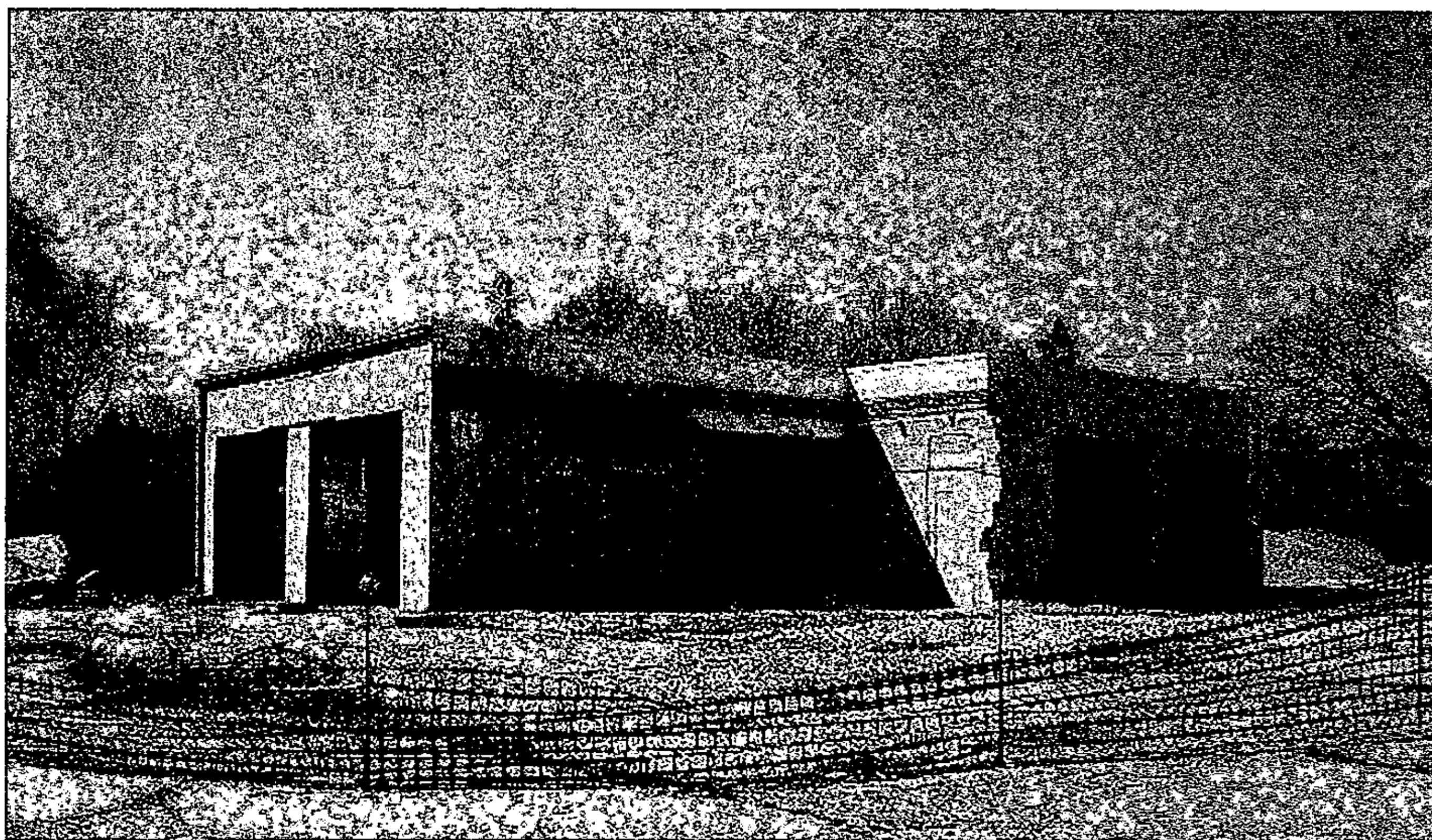
APPROVED

By

DAN COODY, Mayor



95 E. Cleburn St. 6-13-06





95 E. Cleburn St. 6-13-06





Community Resources and Code Compliance
Unsafe Building Violation Determination

Address / Location: 95 Cleburn St.

WC Parcel # 765-03828-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

I recommend the raze and removal of the structure.

A handwritten signature in black ink, appearing to be "M. C. Little", written over a horizontal line.

Building Safety Division Director

I have determined that the structure above is not in violation of Ordinance 173.08 of the Fayetteville Code Of Ordinances.

Building Safety Division Director

PLEASE RETURN THIS FORM TO CRCC

Date Sent:

3/27/06

Date Received:

4/3/06

A large, stylized handwritten signature in black ink, written over a horizontal line.

CRCC Division Director



City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-444-3430

May 24, 2006

Beacon Flats, LLC
c/o Carlen Hooker
397 W Poplar St. Suite 5
Fayetteville, AR 72701

RE: Enforcement of Ordinance 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at 95 Cleburn St. (Parcel #765-03828-000), should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 444-3430.

The hearing will be part of a regular City Council meeting on July 6, 2006 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Ball", written over a horizontal line.

Chad Ball
Code Compliance Administrator

Cc: file

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>Sandy Mayo</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>S. Mayo</i> C. Date of Delivery <i>5-25-06</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: Beacon Flats, LLC c/o: Carlen Hooker 397 W. Poplar St. Suite 5 Fayetteville, AR 72701		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) 7004 2510 0000 8363 4148		4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, February 2004 Domestic Return Receipt AB 102595-02-M-1540			

7004 2510 0000 8363 4148

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
5-24-06 Postmark Here	
Sent To <i>Beacon Flats LLC</i> Street, Apt. No., or PO Box No. <i>c/o Carlen Hooker</i> City, State, ZIP+4 <i>Not to</i>	
PS Form 3800, June 2002 See Reverse for Instructions	

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701



B. 1
Raze and Removal at
95 Cleburn Street
Office of Code Compliance Page 9 of 14
Phone 479-444-3430
Fax 479-444-3445

VIOLATION NOTICE

April 17, 2006

Owner BEACON FLATS, LLC.
C/O: CARLEN HOOKER
397 W. POPLAR ST. STE: 5
FAYETTEVILLE, AR 72701

RE: Property @ 95 E. CLEBURN ST.
FAYETTEVILLE, AR

WC Parcel # 765-03828-000

Case # 4601

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8232.

Suspected Violation That Needs Correction:

§173.08 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

SUZANNE BUTLER
Code Compliance Officer

Cc: file

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Beacon Flats, LLC. c/o: Carlen Hooker 397 W. Poplar St. Ste:5 Fayetteville, AR 72701 2. Article Number (Transfer from service label) 7004 2510 0000 8363 3547	A. Signature X <i>Sondy Mayo</i> ☒ Agent ☐ Addressee B. Received by (Printed Name) <i>S Mayo</i> C. Date of Delivery <i>4/18</i> D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt *4601* *813* 102595-02-M-1540

7004 2510 0000 8363 3547

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	4-17-06 Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To *Beacon Flats*

Street, Apt. No., or PO Box No. *c/o Carlen Hooker*

City, State, ZIP+4

PS Form 3800, June 2002
See Reverse for Instructions

Real Estate Parcel Information

Record 1 of 1 Last Updated 06/13/06

Page 2 of 2
 Raze and Removal at
 95 Cleburn Street
 Page 11 of 14

Parcel Number: 765-03828-000 Prev. Parcel Number: 137566-000-00 Type: CI
 Location: 867 N COLLEGE AVE
 Owner Name: BEACON FLATS,LLC
 Mailing Address: 329 W. POPLAR FAYETTEVILLE AR 72701
 Lot: Block: S-T-R: 09-16-30
 Addition: CITY PARK ADD-A.L.TRENTS REV
 School District: FAYETTEVILLE SCH, FAY Tax District: 011
 City: FAYETTEVILLE
 Legal: LOT 1 EXCEPT EAST 4 FT. BLOCK 12
 Current Year A79 Credit Status: N
 Last Appraised: 2005

	Appraised Value	Taxable Value
Land	52,500	10,500
Improvement	20,650	4,130
Total	73,150	14,630

Tax History										
Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	A79 Status	Net Total Tax	Total Tax Paid	Payment Status
2005	14,630	\$771.00	\$0.00	\$0.00	\$0.00		N	\$771.00	\$0.00	
2004	15,470	\$802.27	\$0.00	\$0.00	\$0.00			\$802.27	\$802.27	PAID
2003	15,420	\$816.64	\$0.00	\$0.00	\$0.00			\$816.64	\$816.64	PAID
2002	16,164	\$839.88	\$0.00	\$0.00	\$0.00			\$839.88	\$839.88	PAID
2001	14,817	\$769.89	\$0.00	\$0.00	\$0.00			\$769.89	\$769.89	PAID
2000	13,470	\$707.18	\$0.00	\$0.00	\$0.00			\$707.18	\$707.18	PAID
1999	13,470	\$689.66	\$0.00	\$0.00	\$0.00			\$689.66	\$689.66	PAID
1998	13,470	\$691.01	\$0.00	\$0.00	\$0.00			\$691.01	\$691.01	PAID
1997	13,470	\$691.01	\$0.00	\$0.00	\$0.00			\$691.01	\$691.01	PAID
1996	13,470	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	PAID
1995	13,470	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	PAID

Available Tax Payment Receipt(s)								
Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2004	4584	4/6/2005	\$802.27	\$0.00	\$0.00	\$0.00	\$0.00	\$802.27
2003	70088	9/20/2004	\$816.64	\$0.00	\$0.00	\$0.00	\$0.00	\$816.64
2002	78416	9/24/2003	\$839.88	\$0.00	\$0.00	\$0.00	\$0.00	\$839.88
2001	66364	9/25/2002	\$769.89	\$0.00	\$0.00	\$0.00	\$0.00	\$769.89
2000	11243	9/18/2001	\$707.18	\$0.00	\$0.00	\$0.00	\$0.00	\$707.18
1999	5299	8/22/2000	\$689.66	\$0.00	\$0.00	\$0.00	\$0.00	\$689.66
1998	10782	7/26/1999	\$691.01	\$0.00	\$0.00	\$0.00	\$0.00	\$691.01

Deed History							
Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
2/8/2005	2005	6186	BEACON FLATS,LLC		WD	297,000	980.10
LMB FOR 2005: 0.02A TO #03829-002 CITY OF FAYETTEVILLE SN 2005-6186 WD \$980.1 REV(297M)							
1/19/1998	98	5589	NICKELL, J.C. JR TTEE TRUST;	NICKELL, ALMA L. TTEE TRUST	WD	0	0.00
LRR 98-5589 WD NO REV TO TRUSTS 1/2 INT EACH TRUST							

Real Estate Parcel Information

Page 2 of 2

Raze and Removal at
95 Cleburn Street
Page 12 of 14

2/20/1996 96 13711 NICKELL, J.C., JR.
NO REV

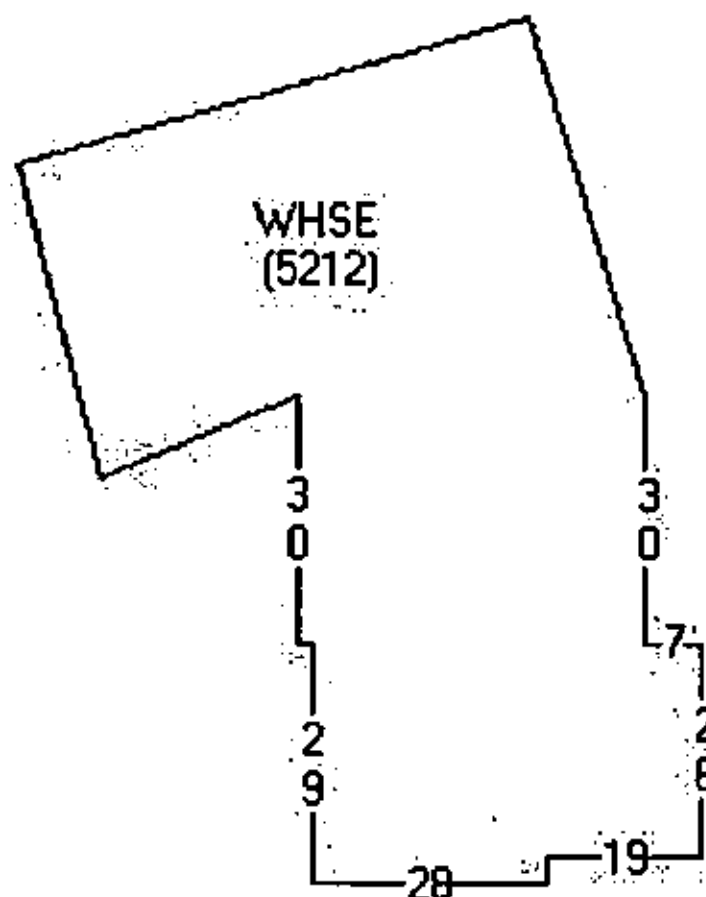
QC 0 0.00

1/1/1985 823 955 NICKELL, J.C. JR. &
LORNA JEAN

WD 0 0.00

Structure Number	Business Name	Year Constructed	Heated Area
1	Nicks Auto Lube Repair & Ser.	1953	5212
Grade	Condition	Story Height	Year Remodeled
			Exterior Wall
			4

Sketch:



Out Buildings and Yard Improvements

Qty	Description	Size	Quality
1	CANOPIES	580	
1	LIFT, FRAME		
2	LIGHTING		
1	PAVING	3700	
1	SIGNS, PLASTIC ILLUM.	36	
3	SIGN POSTS OR POLES	6x20	

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Capitol Grounds
News
Educational Materials
Tours



State Capitol, Rm 256
Little Rock, AR 72201
501-682-1010
[Email](#)



Search Incorporations, Cooperatives, Banks and Insurance Companies

Corporation Name	BEACON FLATS, LLC
Fictitious Names	N/A
Filing #	800050860
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	CARLEN HOOKER
Agent Address	397 W. POPLAR SUITE 5 FAYETTEVILLE, AR 72701
Date Filed	01/27/2005
Officers	CARLEN HOOKER , Incorporator/Organizer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)

Use your browser's back button to return to the Search Results

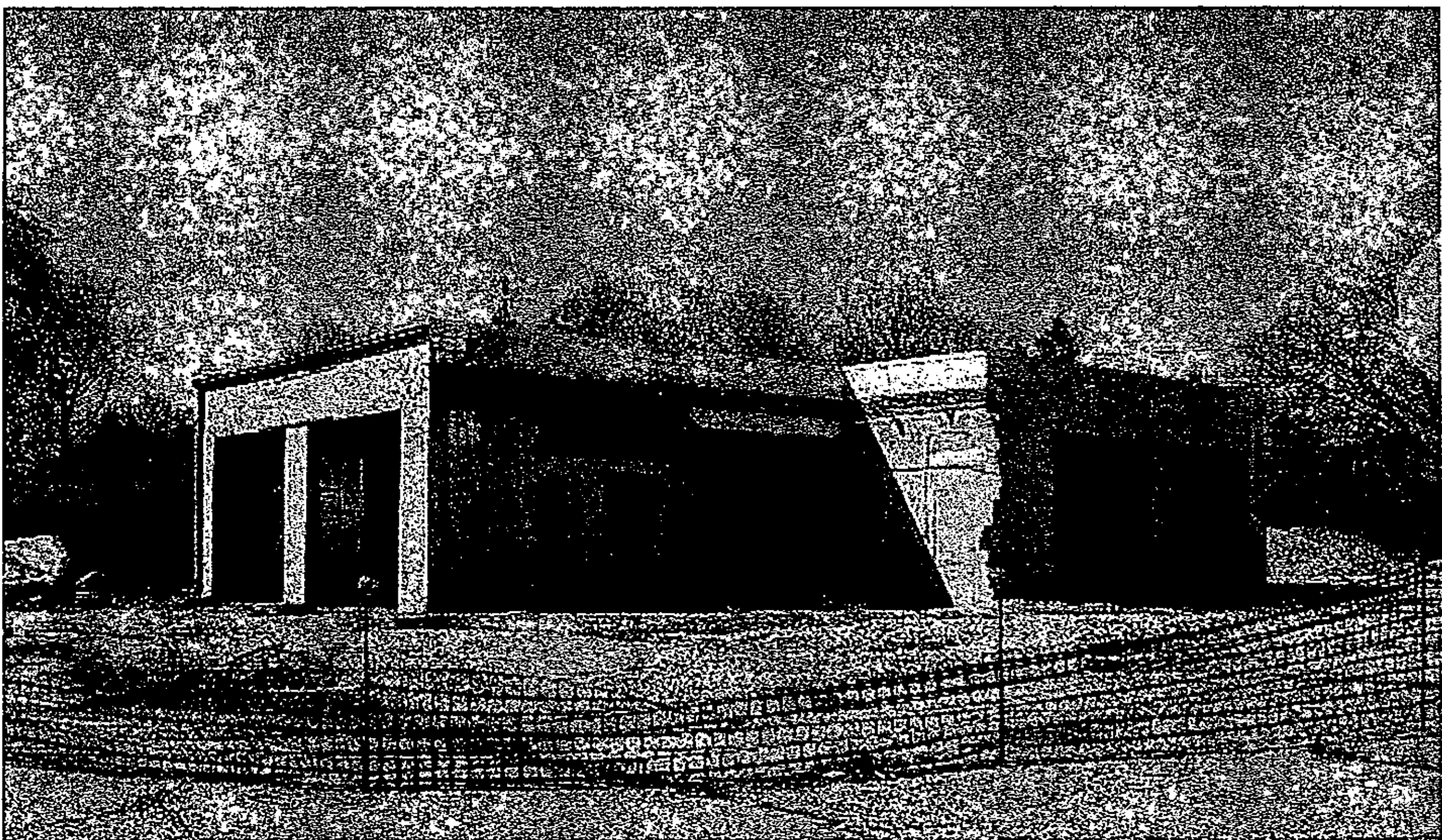
[Begin New Search](#)

Raze & Removal
at 95 Cleburn Street C.1. Public Hearing 7/6/06

B.1
Raze and Removal at
et
4



95 E. Cleburn St. 6-13-06

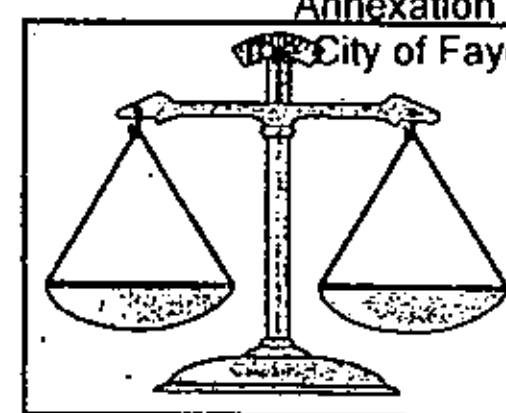


FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

B. 2
Annexation of Island Surrounded by
City of Fayetteville and Farmington
Page 1 of 6

TO: Mayor Dan Coody
City Council

CC: Tim Conklin, Planning & Development Management Director

FROM: Kit Williams, City Attorney

DATE: August 23, 2006

RE: Annexation of islands surrounded by the city limits of the
City of Fayetteville and the City of Farmington

As you consider the issue of annexing various "islands" of county land totally surrounded by the incorporated city limits of Fayetteville and Farmington, you need to know some of the basic law surrounding your right to annex these properties without a vote of the citizens.

A.C.A. §14-40-501 (a)(1)(B) states:

"If the incorporated limits of two (2) or more municipalities have completely surrounded an unincorporated area, the governing body of the municipality with the greater distance of city limits adjoining the unincorporated area's perimeter may propose an ordinance calling for the annexation of the land surrounded by the municipalities."

That statute requires the ordinance "provide a legal description of the land to be annexed" which has been provided by our GIS and Planning divisions. The City must "describe generally the services extended to the area to be annexed." Please review the proposed ordinances for how those services are described.

The areas to be annexed must comply with one of five described conditions set forth in A.C.A. §14-40-302:

- (1) Platted and held for sale or use as municipal lots;
- (2) Whether platted or not, if the lands are held to be sold as suburban property;

- (3) When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- (4) When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- (5) When they are valuable by reason of their adaptability for prospective municipal uses."

The Supreme Court has interpreted these five criteria fairly broadly. As clear in the statute, "the lands must meet only one of the five (criteria)." Utley v. City of Dover, 101 S.W. 3rd 191, 194 (Ark. 2003) (emphasis added); accord, Town of Houston v. Carden, 332 Ark. 340, 965 S.W. 2d 131 (1998).

"However, this Court has also made it clear that if a part of the proposed area does not meet one of the five requirements, the annexation of the entire area is void *in toto*. Id.

Therefore, we need to be certain that every part of an island we decide to annex meets one of the five criteria required by A.C.A. §14-40-302. The broad interpretation of conditions 3, 4 & 5 probably cover all parcels being considered. However, if even one parcel within an ordinance fails to meet one of those criteria, the entire annexation ordinance may be voided. Fortunately, most if not all of the property owners within the large island surrounded by Fayetteville and Farmington have asked to be annexed into Fayetteville so a suit appears unlikely.

The primary issue in annexation cases almost always revolves around land (sometimes in flood plains) being used for agricultural purposes.

"(b)(1) Contiguous lands shall not be annexed when they either:

"(A) Have a fair market value, at the time of the adoption of the ordinance, of lands used only for agricultural or horticultural purposes and the highest and best use of the lands is for agricultural or horticultural purposes." A.C.A. §14-40-302

"Before 1975 lands used for agricultural purposes could not be annexed. Act 309 of 1975 amended the law to provide that agricultural lands could not be annexed if their highest and best use is for agricultural purposes. We interpreted this amendment in Gay v. City of Springdale, *supra*, and held that the prohibition

against annexing agricultural lands is no longer absolute. The lands may be annexed if their highest and best use is for a purpose other than agriculture.” Chappell v. City of Russellville, 288 Ark. 261, 704 S.W.2d 166, 167 (1986).

The Supreme Court has found that agricultural property even in floodways can be annexed as needed for a proper municipal purpose such as the extension of needed police and fire protection. Chandler v. City of Little Rock, 351 Ark. 172, 89 S.W.3d 913 (2002). The Supreme Court held that Little Rock’s proposed use of that property as open space or park land was a higher use than agricultural use. Id.

“The fact that the land is agricultural and the owner does not want it developed does not determine its fate as to annexation. Gay v. City of Springdale, 298 Ark. 554, 769 S.W. 2d 740, 742 (1989).

“Simply because land is in a flood plain does not exclude it from consideration for annexation.” Lee v. City of Pine Bluff, 289 Ark. 204, 710 S.W.2d 205, 207 (1986).

In the Russellville case, the Supreme Court affirmed the contested annexation even though “some of the land is swampland which runs into a wooded area” Chappell v. City of Russellville, supra.

In the Gay v. City of Springdale case, the Supreme Court noted testimony that “the city has proper municipal purpose for controlling orderly growth in all four tracts; and that annexation would serve that purpose.” Both the police and fire chiefs indicated it would be easier to provide service within the more easily identifiable city limits of the new Springdale annexation. This would also be true for Fayetteville in annexing the island of unincorporated land between our city and Farmington.

The most relevant Supreme Court case to our situation is Chandler v. City of Little Rock, 351 Ark. 172, 89 S.W.3rd 913 (2002). The City of Little Rock had passed an ordinance to annex “eleven unincorporated areas or ‘islands’ surrounded by the Little Rock city limits.” 89 S.W.3rd at 914-915. The ultimate issue on appeal was the “Coleman property.”

“The Coleman family has used the property for agricultural purposes. The Coleman property is within the floodway, although a small portion of the northwest corner is designated in the floodplain.”

It is important to note that the Supreme Court placed the burden of proof upon those objecting to the annexation. 89 S.W. 3rd at 916.

The most important issue in the Little Rock case was the Coleman's assertion that "the highest and best use of the lands is for agriculture or horticultural purposes" A.C.A. §14-40-302 (b)(1)(A). This land had been used for many years as agricultural and there was much testimony presented "it would not be economically feasible to use the Coleman property for anything other than agricultural purposes." Id. "(T)he Coleman property is currently located entirely in the floodway." Id. "(P)ermanent structures cannot be built in the floodway." Id.

"Jim McClelland, a licensed engineer testifying for Appellants, stated that it would not be economically feasible to do anything with the property other than leave it as pastureland." Id. at 917-918.

Little Rock presented evidence that "the Coleman property has been included in the City's Fourche Bottoms Natural Project The Project will eventually feature nature areas, canoe rentals and hiking trails through the Coleman property." Id. However, the City admitted it "had no money to buy park property." Id.

"After hearing expert testimony from both sides, the trial court determined that the best use of the Coleman property was industrial and recreational, not agricultural." Id. at 918

Thus, even though the annexed area was being used as agricultural land and lay primarily in the **floodway**, the Supreme Court affirmed the Trial Court which had sustained the annexation.

CONCLUSION

The City Council is provided wide statutory authority to annex "islands" of county property completely surrounded by the city limits of Fayetteville and Farmington. Extension of needed police regulation including zoning protection is especially relevant to land totally surrounded by city limits.

Even land currently being used for agricultural purposes is likely to be legally annexable because it could probably meet the statutory test of "adaptability for prospective municipal uses: (residential development, park land and trail development)." And such prospective uses will likely be determined to be a higher and better use than agricultural or horticultural purposes.

ORDINANCE NO. _____

**AN ORDINANCE TO ANNEX INTO THE CITY OF
FAYETTEVILLE, ARKANSAS A PARCEL OF LAND
COMPLETELY SURROUNDED BY THE INCORPORATED
LIMITS OF FAYETTEVILLE AND THE CITY OF
FARMINGTON, ARKANSAS**

WHEREAS, the annexation policy of the City of Fayetteville adopted by the City Council is to annex those parcels of land which have become completely surrounded by incorporated city limits; and

WHEREAS, pursuant to A.C.A § 14-40-501 (a)(2), because the incorporated limits of Farmington and Fayetteville have completely surrounded the land described in Exhibits A & B and because Fayetteville has the greater distance of city limits adjoining the unincorporated area's perimeter, the City of Fayetteville has the statutory right to annex this land if it complies with one of the five requirements of A.C.A § 14-40-302; and

WHEREAS, after annexation into the City of Fayetteville, the inhabitants of those lands will be afforded the same services of police and fire protection and solid waste collection as current citizens of Fayetteville enjoy; and

WHEREAS, all the lands identified in Exhibit A (map) and Exhibit B (legal description) comply with at least one of the five requirements for annexation stated in A.C.A. § 14-40-302; and

WHEREAS, at the time of the adoption of this ordinance, the highest and best use of these lands is NOT for agricultural or horticultural purposes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby annexes into the City of Fayetteville, Arkansas the lands identified in Exhibit A (map) and Exhibit B (legal description).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map of the City of Fayetteville to reflect the change provided in Section 1 above.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby assigns the zoning of these lands to be RSF-1, Residential Single Family, one unit per acre.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby assigns these lands to Ward 4.

PASSED and APPROVED this the 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO ANNEX INTO THE CITY OF
FAYETTEVILLE, ARKANSAS A PARCEL OF LAND
COMPLETELY SURROUNDED BY THE INCORPORATED
LIMITS OF THE CITY OF FAYETTEVILLE, ARKANSAS**

WHEREAS, the annexation policy of the City of Fayetteville adopted by the City Council is to annex those parcels of land which have become completely surrounded by incorporated city limits; and

WHEREAS, pursuant to A.C.A § 14-40-501 (a)(1), because the incorporated limits of The City of Fayetteville has completely surrounded the land described in Exhibits A & B, the City of Fayetteville has the statutory right to annex this land if it complies with one of the five requirements of A.C.A § 14-40-302; and

WHEREAS, after annexation into the City of Fayetteville, the inhabitants of those lands will be afforded the same services of police and fire protection and solid waste collection as current citizens of Fayetteville enjoy; and

WHEREAS, all the lands identified in Exhibit A (map) and Exhibit B (legal description) comply with at least one of the five requirements for annexation stated in A.C.A. § 14-40-302; and

WHEREAS, at the time of the adoption of this ordinance, the highest and best use of these lands is NOT for agricultural or horticultural purposes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby annexes into the City of Fayetteville, Arkansas the lands identified in Exhibit A (map) and Exhibit B (legal description).

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map of the City of Fayetteville to reflect the change provided in Section 1 above.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby assigns the zoning of these lands to be RSF-1, Residential Single Family, one unit per acre.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby assigns these lands to Ward 4.

PASSED and APPROVED this the 19th day of September, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

B. 4
RZN 06-2172 Dunnerstock
Page 1 of 40

15-Aug-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2172: (Dunnerstock, 400): Submitted by Jorgensen & Associates for property located west of Ruppel Road, east of Meadowlands Subdivision. The property is zoned RSF-1, Residential Single Family, 1 unit per acre, R-A, Residential-Agricultural, and C-2, Thoroughfare Commercial and contains approximately 19.98 acres. The request is to rezone the subject property to RSF-7, Residential Single Family, 7 units per acre, RMF-12, Residential Multi-Family, 12 units per acre, and C-1, Neighborhood Commercial.

\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

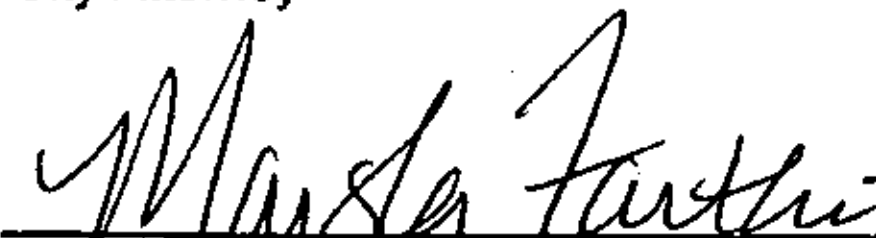

Department Director
7-26-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney
7-27-06
Date

Original Contract Number: n/a


Finance and Internal Service Director
7/27/06
Date

Received in City Clerk's Office



Mayor
7/27/06
Date

Received in Mayor's Office


Comments:

Left on 2nd Rd. 8-15-06

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning ^Y

Date: July 25, 2006

Subject: Rezoning for Dunnerstock (RZN 06-2172)

RECOMMENDATION

Planning Staff recommends approval of an ordinance rezoning approximately 20 acres of property from RSF-1, Residential Single Family 1 unit per acre, R-A, Residential-Agricultural, and C-2, Thoroughfare Commercial to RSF-7, Residential Single Family 7 units per acre (6.9 acres), RMF-12, Residential Multi-Family 12 units per acre (8.4 acres), and C-1, Neighborhood Commercial (4.7 acres).

BACKGROUND

On April 24, 2006, the Planning Commission heard a request to rezone the subject property to RSF-4. The Planning Commission voted 4-4-0 to forward the rezoning request with a recommendation for an RSF-4 zoning district, with Commissioners Anthes, Harris, Bryant, and Ostner voting no. Therefore, the motion failed due to lack of five affirmative votes, and the application for rezoning to RSF-4 was denied. Those who voted against the motion discussed their concerns regarding the low single family density of four units per acre in this location. They recommended that property in close proximity to amenities such as the Boys and Girls Club, a school, a fire station and a future mixed use development to the east should be zoned and developed at a density greater than RSF-4 will permit and potentially allow for more commercial uses.

The applicant revised the request to include higher density and commercial uses on the property in accordance to comments from the Planning Commission. In addition, a Bill of Assurance has been provided addressing some of the development issues of the property.

DISCUSSION

This item was heard at the regular Planning Commission July 24, 2006. The Planning Commission voted 6-1-0 to forward this item to the City Council with a recommendation in favor of the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 06-2172 FOR APPROXIMATELY 19.98 ACRES, LOCATED WEST OF RUPPLE ROAD, EAST OF MEADOWLANDS SUBDIVISION, FROM R-A, RESIDENTIAL-AGRICULTURAL, RSF-1, RESIDENTIAL SINGLE FAMILY, 1 UNIT PER ACRE, AND C-2 THOROUGHFARE COMMERCIAL TO C-1, NEIGHBORHOOD COMMERCIAL, RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE, AND RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the zone classification of the following described property is hereby changed as follows:

Parcel #1 from RSF-1, Residential Single Family, 1 unit per acre to RSF-7, Residential Single Family, 7 units per acre as shown on Exhibit "A" and Exhibit "D" attached hereto and made a part hereof.

Section 2: That the zone classification of the following described property is hereby changed as follows:

Parcel #2 from RSF-1, Residential Single Family, 1 unit per acre, R-A, Residential-Agricultural, and C-2, Thoroughfare Commercial, to RMF-12, Residential Multi-Family, 12 units per acre as shown on Exhibit "B" and Exhibit "D" attached hereto and made a part hereof.

Section 3: That the zone classification of the following described property is hereby changed as follows:

Parcel #3 from RSF-1, Residential Single Family, 1 unit per acre to C-1, Neighborhood Commercial as shown on Exhibit "C" and Exhibit "D" attached hereto and made a part hereof.

Section 4: That the rezoning is subject to the Bill of Assurance offered by the applicant and shown as Exhibit "E" attached hereto and made a part hereof.

Section 5: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2172 PARCEL 1

PARCEL #1: (TO BE REZONED TO RSF-7)

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 421.61 FEET TO THE P.O.B., THENCE S89°57'48"E 545.43 FEET, THENCE SOUTH 551.01 FEET, THENCE WEST 544.12 FEET, THENCE N00°08'09"W 551.36 FEET TO THE P.O.B.; CONTAINING 6.89 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

EXHIBIT "B"
RZN 06-2172 PARCEL 2

PARCEL #2: (TO BE REZONED TO RMF-12)

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 421.61 FEET, THENCE S00°08'09"E 551.36 FEET TO THE P.O.B., THENCE EAST 840.03 FEET, THENCE S00°04'16"E 437.33 FEET, THENCE N89°50'11"W 839.55. FEET, THENCE N00°08'09"W 434.93 FEET TO THE P.O.B.; CONTAINING 8.41 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

EXHIBIT "C"
RZN 06-2172 PARCEL 3

PARCEL #3: (TO BE REZONED TO C-1)

PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 967.04 FEET TO THE P.O.B., THENCE N00°23'09"W 137.75 FEET, THENCE S89°57'48"E 296.73 FEET, THENCE S00°14'12"W 137.71, THENCE S00°04'16"E 550.86 FEET, THENCE WEST 295.91 FEET, THENCE NORTH 551.01 FEET, TO THE P.O.B.; CONTAINING 4.67 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

EXHIBIT "D"

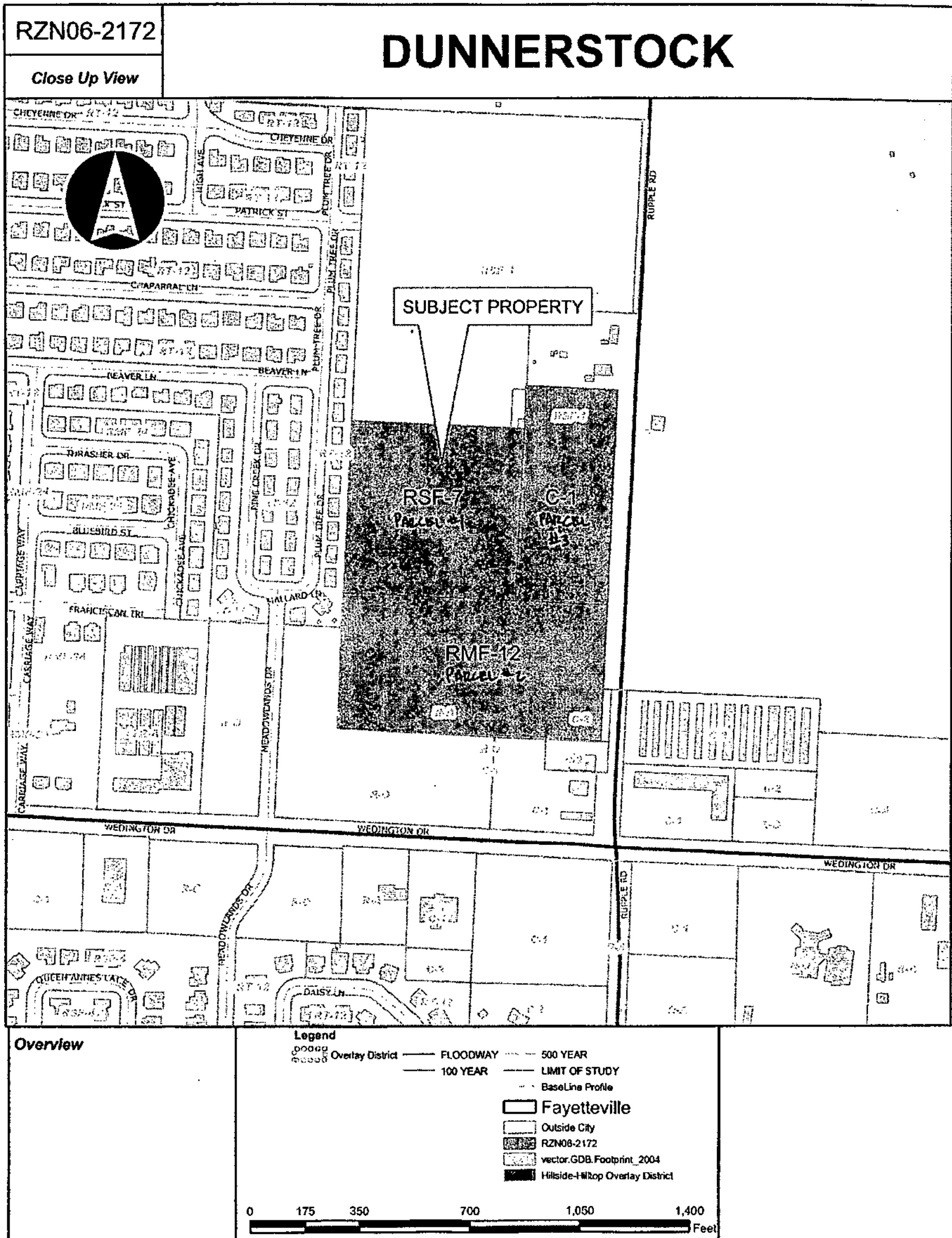


EXHIBIT "E"
Page 1 of 7

**BILL OF ASSURANCE
FOR
DUNNERSTOCK REZONING REQUEST**

The owner of the property (said property being located west of Ruppel Road and south of Bellwood Subdivision Phase 1 and being described on Exhibit A) is currently requesting a rezoning of said property and is offering this bill of assurance which shall accompany the rezoning.

The subject property consists of three parcels as follows;

- 1) Parcel #1 to be rezoned from RSF-1 to RSF-7 and contains 6.89 Acres. This RSF-7 rezoning would allow 48 lots but our plan will limit the lots to 17 (single family).
- 2) Parcel #2 to be rezoned from R-A & C-2 to RMF-12 and contains 8.41 Acres. This RMF-12 rezoning would allow 100 units.
- 3) Parcel #3 to be rezoned from RSF-1 to C-1 and contains 4.67 Acres. This C-1 rezoning would allow for neighborhood commercial. More specifically this zoning would allow for a small market district, which would include eating places, shops, professional offices.

Each parcel shall be submitted to the City Planning Division for review after it is rezoned. For Parcel #1 this would be standard preliminary plat/final plat process. For Parcel #1 and #2 this would require a Large Scale Development process.

This Bill of Assurance shall accompany each parcel of land (#1, 2, &3) and shall include the following;

- 1) Access to parcel #1 shall be to the north through Bellwood Subdivision Phase 1 and to Ruppel Road through Parcel #3. The street in Parcel 1 will connect to Parcel #2 for access.
- 2) Parcel #2 shall have public access through the property and shall provide connectivity to the west, south and to Ruppel Road.
- 3) Parcel #2 shall have the buildings arranged to avoid a grid layout or "row" houses. Buildings shall be staggered to help avoid this grid layout.
- 4) Pedestrian access shall be required in all 3 parcels to provide and encourage residents of this community to walk to the market district.
- 5) Waterlines & sewerlines will be extended through Parcel #1 to Parcel #2 and 3. Parcels 2 and 3 will also extend their waterline sewer to Ruppel Road.
- 6) Stormwater will be detained in Parcel #1 and #2 and will be sized for all three parcels.
- 7) Two trees shall be planted on each lot of Parcel #1 by the builder.

EXHIBIT "E"
Page 2 of 7

B. 4
RZN 06-2172 Dunnerstock
Page 10 of 40

- 8) Architectural design shall be reviewed by the Planning Commission for all three parcels. The review shall include type of material, color, arrangement of windows, doors, etc. Each parcel shall be reviewed separately at the time each parcel is developed. (Parcel #1 will be developed first).
- 9) The developer of Parcel #1 will provide improvements to Ruppel Road as required by the City at the time Parcel #1 is developed.
- 10) Each parcel shall be compatible with the Wellspring Community to the east. This compatibility shall include architectural design & building arrangement. The City Planning Dept. shall review each development plan to determine that it is compatible with Wellspring.

The owner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/Circuit Court of Washington County and agrees that if the Owner or Owners' heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The owner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve the owners' rezoning request.

The Owner hereby voluntarily offers assurances that Owner and Owners property shall be restricted as follows IF Owners rezoning is approved by the Fayetteville City Council.

The Owner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Owners' rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, Mark Foster, as the owner, voluntarily offer all such assurances and sign below.

7/19/06
Date

MARK FOSTER
Printed Name

P.O. Box 9087
Address

FAYETTEVILLE, AR 72703

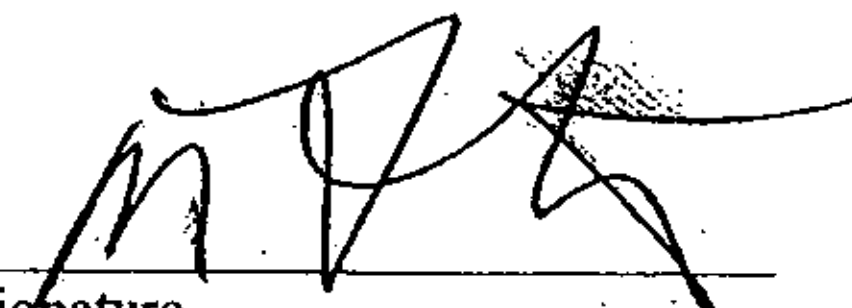

Signature

Exhibit "A"

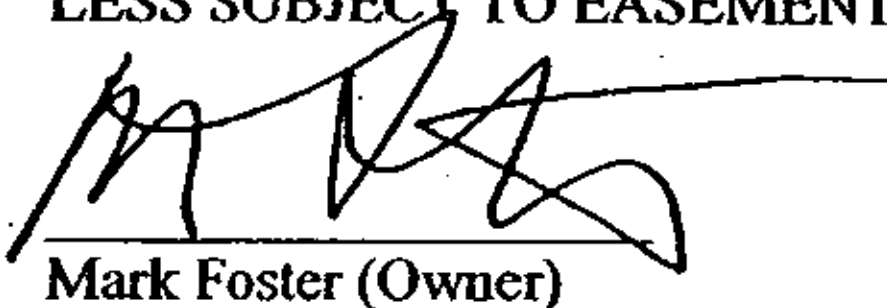
LEGAL DESCRIPTION (ENTIRE TRACT):

PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 421.61 FEET TO THE P.O.B., THENCE S89°57'48"E 545.43 FEET, THENCE N00°23'09"W 137.75 FEET, THENCE S89°57'48"E 296.73 FEET, THENCE S00°14'12"W 137.71 FEET, THENCE S00°04'16"E 988.19 FEET, THENCE N89°50'11"W 839.55 FEET, THENCE N00°08'09"W 986.29 FEET TO THE P.O.B.; CONTAINING 19.98 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

Exhibit 1

PARCEL #1: (TO BE REZONED TO RSF-7)

**PART OF THE SW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN
WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE
S89°57'48"E 421.61 FEET TO THE P.O.B., THENCE S89°57'48"E 545.43 FEET,
THENCE SOUTH 551.01 FEET, THENCE WEST 544.12 FEET, THENCE
N00°08'09"W 551.36 FEET TO THE P.O.B.; CONTAINING 6.89 ACRES MORE OR
LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.**

A handwritten signature in black ink, appearing to read 'Mark Foster', is written over a horizontal line.

Mark Foster (Owner)

EXHIBIT "E"
Page 5 of 7

B. 4
RZN 06-2172 Dunnerstock
Page 13 of 40

Exhibit 2

PARCEL #2: (TO BE REZONED TO RMF-12)

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN
WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE
S89°57'48"E 421.61 FEET, THENCE S00°08'09"E 551.36 FEET TO THE P.O.B.,
THENCE EAST 840.03 FEET, THENCE S00°04'16"E 437.33 FEET, THENCE
N89°50'11"W 839.55. FEET, THENCE N00°08'09"W 434.93 FEET TO THE P.O.B.;
CONTAINING 8.41 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND
RIGHT OF WAY OF RECORD.

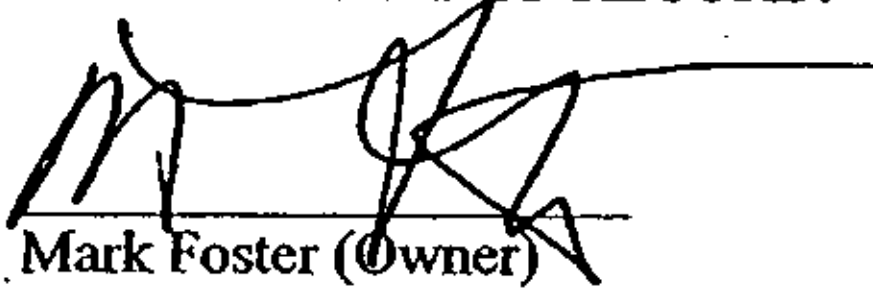

Mark Foster (Owner)

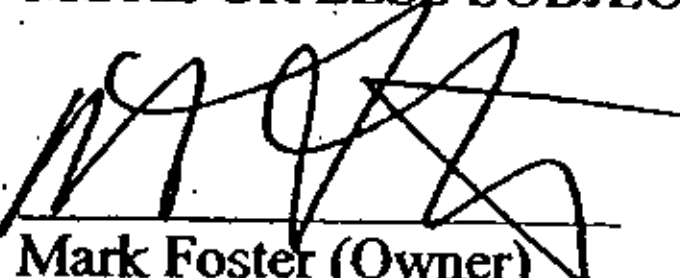
EXHIBIT "E"
Page 6 of 7

B. 4
RZN 06-2172 Dunnerstock
Page 14 of 40

Exhibit 3

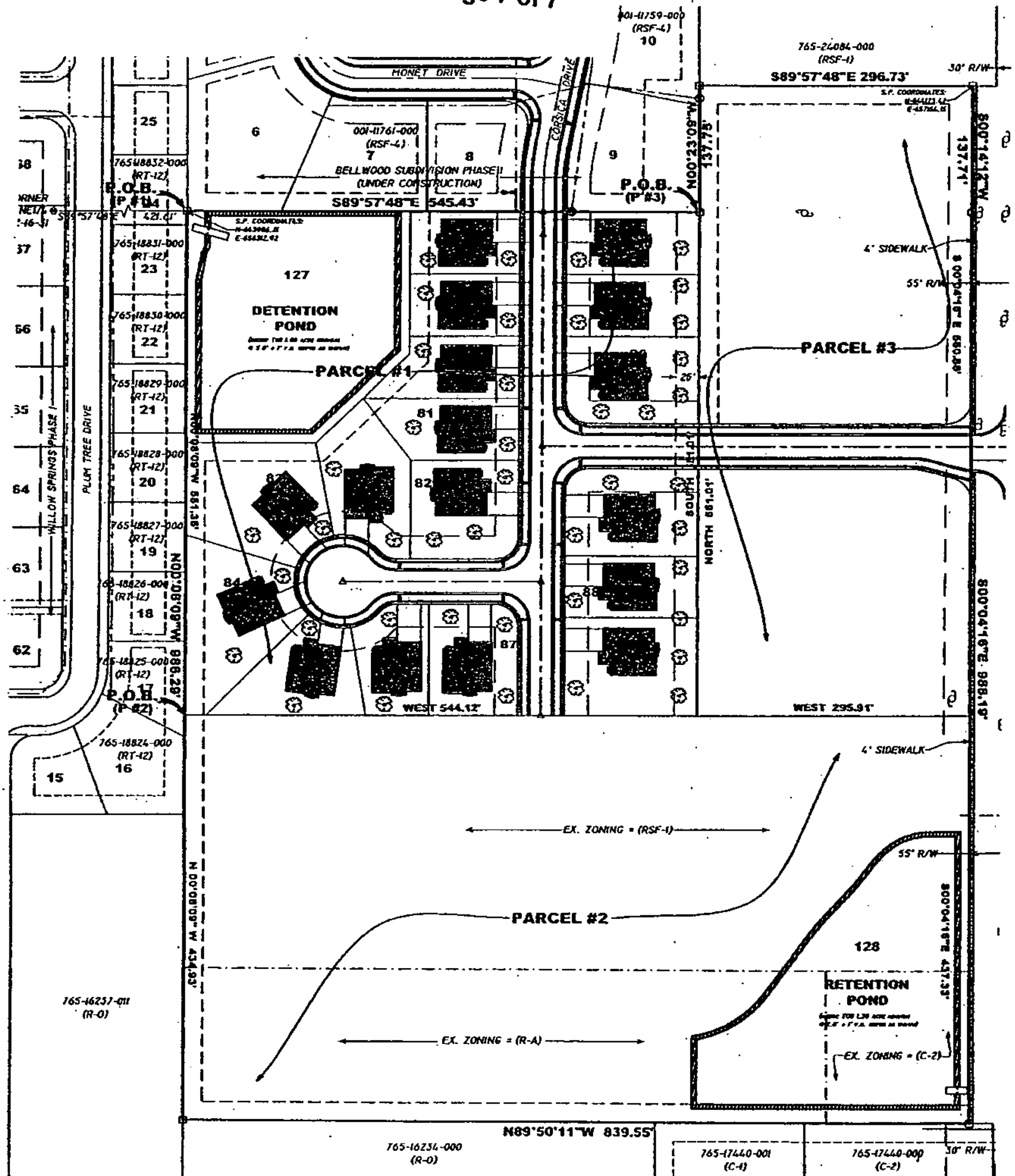
PARCEL #3: (TO BE REZONED TO C-1)

PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 967.04 FEET TO THE P.O.B., THENCE N00°23'09"W 137.75 FEET, THENCE S89°57'48"E 296.73 FEET, THENCE S00°14'12"W 137.71, THENCE S00°04'16"E 550.86 FEET, THENCE WEST 295.91 FEET, THENCE NORTH 551.01 FEET, TO THE P.O.B.; CONTAINING 4.67 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.


Mark Foster (Owner)

BILL OF ASSURANCE THAT ACCOMPANIES THIS REZONING REQUEST STATES THAT EACH PLANNING AREA SHALL BE REVIEWED BY THE PLANNING STAFF & PLANNING COMMISSION & SHALL BE COMPATIBLE WITH THE WELLSRING PROJECT TO THE EAST. REFER TO BILL OF ASSURANCE FOR ADDITIONAL DETAILS.

EXHIBIT "E"
Page 7 of 7



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



PC Meeting of July 24, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~July 19, 2006~~ Updated July 25, 2006

RZN 06-2172: Rezoning (DUNNERSTOCK, 400): Submitted by JORGENSEN & ASSOCIATES for property located west of Ruppel Road, east of Meadowlands Subdivision. The property is zoned RSF-1, Res. Single Family - 1 unit/acre, R-A, Res. Agricultural, and C-2, Thoroughfare Commercial and contains approximately 19.98 acres. The request is to rezone the subject property to RSF-7 (6.89 acres), RMF-12 (8.41 acres), and C-1 (4.67 acres).

Planner: Suzanne Morgan

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Motion: <u>Graves</u>			
Second: <u>Trumbo</u>			
Vote: <u>6-1</u>			
Date: <u>July 24, 2006</u>			
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date: <u>August 15, 2006 (1st reading if recommended)</u>			

BACKGROUND:

Property Description: The subject property contains approximately 19.98 acres. The property is located west of Ruppel Road, north of Wedington Drive. It is zoned R-A (2.62 acres), RSF-1 (16.77 acres), and C-2 (0.59 acres), compliant with the Future Land Use Plan 2020. Development of the property consists of several single-family dwellings, in addition to accessory buildings for the former agricultural use of the property. Much of the surrounding property is currently under development or planned for development in the near future. These projects include Bellwood Subdivision and Oakbrooke Subdivision to the north and Wellsprings Community Master Development Plan to the east.

History: On April 24, 2006, the Planning Commission heard a request to rezone the subject property to RSF-4. The Planning Commission voted 4-4-0 to forward the rezoning request with a recommendation for an RSF-4 zoning district, with Commissioners Anthes, Harris, Bryant, and Ostner voting no. Therefore, the motion failed due to lack of five affirmative votes, and the application for rezoning to RSF-4 was denied.

Those who voted against the motion discussed their concerns regarding the low single family density of four units per acre in this location. They recommended that property in close proximity to amenities such as the Boys and Girls Club, a school, a fire station and a future mixed use development to the east should be zoned and developed at a density greater than RSF-4 will permit and potentially allow for more commercial uses.

The applicant did not appeal the Planning Commission action. Instead, the applicant submitted a Master Development Plan Residential Planned Zoning District application. Staff reviewed the application and found that the proposal lacked adequate detail for a Planned Zoning District. At this time, the owner only intends to develop a portion of the property as single family. Because the remaining property may be sold, the applicant was hesitant to establish fixed development regulations on the property. Since the proposed uses and densities on the PZD mirrored that of the RSF-7, RMF-12 and C-1 zoning districts, the applicant submitted a request to rezone the property to these three zoning districts in accordance with the comments offered by the Planning Commission.

Proposal: The applicant proposes a rezoning of the 19.98-acre property to RSF-7 (6.89 acres), RMF-12 (8.41 acres), and C-1 (4.67 acres). The applicant has also submitted a Bill of Assurance with the rezoning request. The items in the Bill of Assurance primarily address the development of the property. Connectivity, architectural design, compatibility with Wellsprings PZD, improvements to infrastructure, landscaping, and pedestrian connectivity are established by the Bill of Assurance (see attached).

The property zoned RSF-7 is referred to as Parcel #1 and will be adjacent to Willow Springs Phase I, an existing single family residential subdivision, and Bellwood Subdivision, a single family subdivision under construction to the north. Parcel #2 is proposed to be zoned RMF-12. This property is adjacent to a small tract of commercial property and vacant Residential Office property. Parcel #3 is proposed to be zoned C-1 and is located adjacent to Ruppel Road and the commercial area within Wellsprings PZD.

Recommendation: Staff recommends approval of the rezoning request with the proposed Bill of Assurance. The proposed zoning districts are compatible with the existing and future land uses within the area, and the residential population will benefit from the many amenities within walking distance of the property. Additionally, these zonings will allow for a complete neighborhood to be established, connected with living and retail opportunities in a compact area.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Single family (Bellwood SD under construction)	RSF-4
South	Vacant property; Electronic Supply Store	R-O & C-2
East	Vacant property (future Wellsprings Development)	R-PZD
West	Single family subdivision (Willow Springs SD)	RT-12

INFRASTRUCTURE:

Streets: The site has access to Ruppel Road. Ruppel Road is an unimproved 2-lane paved roadway adjacent to this property. Ruppel Road has been identified as a roadway to be improved by the future Transportation Bond Program, though improvements may be required with future development, should it occur prior to the future street improvements.

Surrounding Master Street Plan Streets:
East: Ruppel Road (Principal Arterial)

Water: Public water is adjacent to the site. There is a 6" waterline running along the east side of Ruppel Road. There is also an 8" main located in the adjacent subdivision on the west side of the property. Water service will need to be extended within the property at the time of development.

Sewer: Sanitary sewer is not available on the site. There is an 8" sanitary sewer main located to the south of the project on Ruppel Road. There is also an 8" main located in the adjacent subdivision on the west side of the property. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended within the property at the time of development.

Drainage: Standard improvements and requirements for drainage will be required for the development.

Fire: These 20.35 acres are covered by Engine 7 located at 835 N Ruppel Road. The property is 0.5 miles from the station with an expected response time of 2 minutes. The Fire Department anticipates 26 (16 EMS – 10 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. Measured hydrant flow in the area is 1590 gallons/minute. The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

Police: It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density and thereby undesirably increase the load on police services or create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: General Plan 2020 designates this site **Residential**. Rezoning this property to RSF-7, RMF-12 and C-1 is not strictly compliant with the General Plan 2020, but it will establish land use and density compatible with surrounding uses and approved zoning.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: In 2004, several hundred acres east and west of Ruppel Road were annexed into the City with the annexation of islands. Therefore, it has only been recently that the properties adjacent to Ruppel Road have begun to develop. These developments include a residential subdivision zoned RSF-4 to the north of the property, as well as two approved Planned Zoning Districts to the north and east of the property (Oakbrooke Subdivision and Wellsprings Community) which will permit mixed-use development. The 20.35-acre tract is currently zoned R-A, RSF-1, and C-2, consistent with the current Land Use Plan. However, the development of this property at a greater density than 0.5 and 1 unit per 1 acre is appropriate in this area and will result in a more efficient use of existing and planned infrastructure, which includes a fire station, new school and the Boys and Girls Club.

Staff initially found that an RSF-4 zoning for single-family residential use was compatible with adjacent and nearby single family residential land use. The request to rezone the property to RSF-4 was denied by the Planning Commission. Those who voted against the RSF-4 zoning identified this area as a prime location for mixed uses and increased residential density. The applicant's proposal for development provides separate areas for single family, multi-family and commercial development rather than having the uses intertwined vertically as with traditional new urban development; nevertheless, these uses, as noted in the submitted Bill of Assurance, will all be connected to one another and the development arranged so as to encourage pedestrian activity. Staff finds that the proposed zoning meets the intent of a mixed development while also providing some compatibility between adjacent zoning and uses.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in order to promote orderly and consistent development patterns making use of existing infrastructure. A development

with density and commercial uses compatible to surrounding subdivisions and Wellsprings PZD could not be developed as it is currently zoned. The recent approval of the Wellsprings PZD encompasses more than 250,000 square feet of commercial space. The proposed commercial development on the 4.7 acres within this property will support the commercial development in Wellsprings PZD and create a commercial node at the intersection of Ruppel Road and new east-west street to be built with Wellsprings and proposed through Parcel #3. The 117 residential dwelling units will support the commercial development.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will result in additional traffic on Ruppel Road. The following chart shows the average number of vehicle trips generated by each proposed zoning district:

Zoning District	Average Trips – Weekday	Average Trips – Saturday
RSF-7 (17 units)	163	172
RMF-12 (100 units)	586	567
C-1 (63,000 sq. ft.)*	2,705	3,148

*The amount of commercial space is based off of the amount proposed in the PZD application. Neither the C-1 zoning district regulations or proposed Bill of Assurance will limit any development on the 4.7-acre property to 63,000 square feet.

Ruppel Road is a Principal Arterial street which will be improved to carry large volumes of traffic. A Principal Arterial can serve 17,600 vehicle trips per day and up to 20,600 vehicle trips per day with a left turn bay. The existing traffic signal at Ruppel Road and Wedington Drive will aid in facilitating safe traffic movements adjacent to the subject property. The Fayetteville Police Department finds that rezoning this property will not result in an appreciable increase in the level of traffic danger and congestion in the area.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning will substantially increase population density. Under the current zoning, approximately 32 units could be constructed on the subject property. Under the proposed RSF-7 and RMF-12 zoning districts, a total 117 units could be erected on the property. Rezoning the property increases the possible number of residential units and population than that which would be allowed in the current zoning districts. It also provides additional housing options in an area that is close to a school, Boys and Girls Club, and several commercial areas, both existing and proposed.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.05 District Rsf-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	1
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(D) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	43,560 sq. ft. (1 acre)
Land area per dwelling unit	43,560 sq. ft. (1 acre)

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height regulations.*

Maximum building height	35 ft.
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(G) *Building area.* None.

161.08 District Rsf-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose.* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	7 or less	8.5
Two-family dwelling units per acre	--	Option: 15% of the lot, maximum

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(2) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

161.11 District Rmf-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 12
----------------	---------

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)—Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

161.17 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Professional offices
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

July 19, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed RZN 06-2172 (Dunnerstock, 400) submitted by Dave Jorgensen for property located NW of Ruppel Rd and Hwy 16W Intersection, South of Phase I would substantially alter the population density and thereby undesirably increase the load on public services or create an appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density and thereby undesirably increase the load on police services or create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

William Brown
Captain – Administration
Fayetteville Police Department



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst. Chief Bud Thompson
From: Captain Dale Riggins
Date: July 19, 2006
Re: Zoning Review – Fire Department Comments

RZN 06-2172 (Dunnerstock)

These 20.35 acres are covered by Engine 7 located at 835 N Ruppel Road.

The property is 0.5 miles from the station with an expected response time of 2 minutes

The Fire Department anticipates 26 (16 EMS – 10 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

Measured hydrant flow in the area is 1590 gallons/minute.

The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.

There should be no adverse effects on our call volume or response time to this development.

Please feel free to contact me if you have any questions

Captain Dale Riggins
Fayetteville Fire Department

RZN 06-2172 Dunnerstock Station 7



Start

Dunnerstock Rezoning
Summary of Average Vehicle Trip Generation
For 17 Dwelling Units of Single Family Detached Housing
July 19, 2006

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	163	3	10	11	6

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	172	9	7
Sunday	149	8	7

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

Bellwood
Summary of Average Vehicle Trip Generation
For 100 Dwelling Units of Residential Condominium / Townhouse
June 06, 2006

	24 Hour Two-Way Volume	7-9 AM Pk Hour Enter	Exit	4-6 PM Pk Hour Enter	Exit
Average Weekday	586	7	37	35	17

	24 hour Two-Way Volume	Peak Hour Enter	Exit
Saturday	567	25	22
Sunday	484	22	23

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

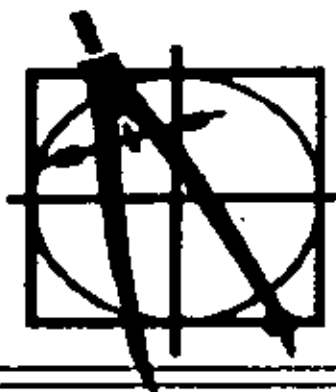
Dunnerstock RZN
Summary of Average Vehicle Trip Generation
For 63 T.G.L.A. of Shopping Center
July 19, 2006

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	2705	40	25	113	123

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	3148	163	151
Sunday	1590	96	100

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers ,
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
CHRISTOPHER B. BRACKETT, P.E.

B. 4
RZN 06-2172 Dunnerstock
Page 31 of 40

7/19/06

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Suzanne Morgan
Re: Dunnerstock Dev. Inc. (Mark Foster)

RECEIVED
JUL 20 2006
PLANNING DIV.

Dear Suzanne;

As you know, we submitted a Master Development Plan for Bellwood Phase 2. After meeting with you and Jeremy and the owner, we would like to proceed as follows;

- 1) Request three separate standard rezonings (RSF-7, RMF-12, C-1)
- 2) Along with this rezoning request, the owner will submit a bill of assurance that states that this rezoning will be compatible with the Wellspring Project to the east. This assurance will be attached to the deed.

The reason for this request is that Mark Foster is the developer of the RSF-7 portion but not the developer of the other 2 parcels. Also, we will submit a preliminary plat for the RSF-7 portion and install all infrastructure as shown on the attached drawing. Future development of the other two areas will require a detailed review by the Planning Staff and Planning Commission when the Large Scale Developments are submitted for these areas. This review would include conformance of these projects with respect to compatibility with Wellspring.

Please review and call concerning any questions you may have.

Thank you.

Sincerely;

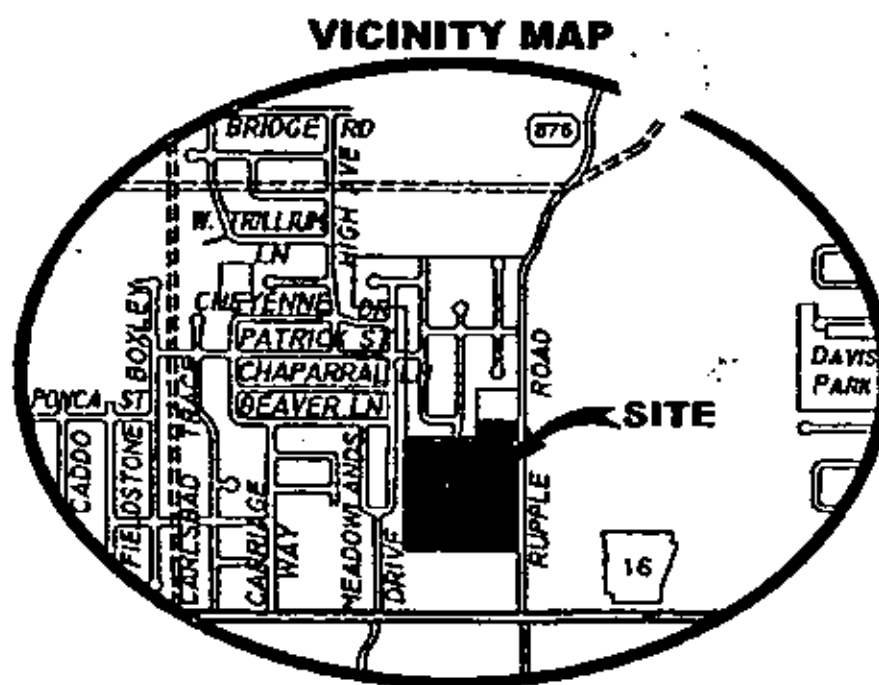

David L. Jorgensen, P.E.

ENGINEER

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.
124 WEST SUNBRIDGE SUITE 5
FAYETTEVILLE, AR. 72703
(479) 442-9127

OWNER

DUNNERSTOCK DEVELOPMENT, INC.
MARK FOSTER, PRESIDENT
P.O. BOX 9087
FAYETTEVILLE, AR. 72703
(479) 756-0096



FAYETTEVILLE, ARKANSAS



LEGEN

- BOUNDARY CORN
- SEWER MANHOLE
- CENTERLINE ST
- UTILITY EASEM
- BUILDING SETB
- 8" SEWER LIN
- WATERLINE
- DRAINAGE PIF
- ZONING LINE

NOTE: THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR
FLOOD PLAIN AS PER FIRM #05143C0091 D DATED 7-21-99.

First submitted as:
R2006-2172
parcels close
7/12/06
TS

LEGAL DESCRIPTION (ENTIRE TRACT):

PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 421.61 FEET TO THE P.O.B., THENCE S89°57'48"E 545.43 FEET, THENCE N00°23'09"W 137.75 FEET, THENCE S89°57'48"E 296.73 FEET, THENCE S00°14'12"W 137.71 FEET, THENCE S00°04'16"E 988.19 FEET, THENCE N89°50'11"W 839.55 FEET, THENCE N00°08'09"W 986.29 FEET TO THE P.O.B.; CONTAINING 19.98 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

PARCEL #1: (TO BE REZONED TO RSF-7)

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 421.61 FEET TO THE P.O.B., THENCE S89°57'48"E 545.43 FEET, THENCE SOUTH 551.01 FEET, THENCE WEST 544.12 FEET, THENCE N00°08'09"W 551.36 FEET TO THE P.O.B.; CONTAINING 6.89 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

PARCEL #2: (TO BE REZONED TO RMF-12)

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 421.61 FEET, THENCE S00°08'09"E 551.36 FEET TO THE P.O.B., THENCE EAST 840.03 FEET, THENCE S00°04'16"E 437.33 FEET, THENCE N89°50'11"W 839.55 FEET, THENCE N00°08'09"W 434.93 FEET TO THE P.O.B.; CONTAINING 8.41 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

PARCEL #3: (TO BE REZONED TO C-1)

PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE NE1/4 OF SECTION 12, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SW1/4, NE1/4 THENCE S89°57'48"E 967.04 FEET TO THE P.O.B., THENCE N00°23'09"W 137.75 FEET, THENCE S89°57'48"E 296.73 FEET, THENCE S00°14'12"W 137.71, THENCE S00°04'16"E 550.86 FEET, THENCE WEST 295.91 FEET, THENCE NORTH 551.01 FEET, TO THE P.O.B.; CONTAINING 4.67 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

SURROUNDING PROPERTY OWNERS TABLE

765-24084-000	- WANDA JETER - 1385 N. RUPPLE ROAD - FAYETTEVILLE, AR. 72704
765-24080-000	- NOCK INVESTMENTS - ONE EAST CENTER STREET, SUITE 301 - FAYETTEVILLE, AR. 72701
765-16231-000	- WESTSIDE STORAGE INC. - P.O. BOX 3318 - FAYETTEVILLE, AR. 72702
765-17440-000	- GARY & BARBARA ADAMS - 1163 N. RUPPLE ROAD - FAYETTEVILLE, AR. 72704
765-17440-001	- GARY & BARBARA ADAMS - 760 N. 46TH AVE. - FAYETTEVILLE, AR. 72701
765-16234-000	- ROBIN RAHAT & SHAHRY KHAJEHAJAFI - P.O. BOX 9945 - FAYETTEVILLE, AR. 72703
765-16237-011	- SHAHRY KHAJEHAJAFI & ZHILA TABATABAI - 14366 DELWARE DR. - MOORPARK, CA. 93021
765-18824-000	- ANA LOPEZ - 4219 MALLARD LN. - FAYETTEVILLE, AR. 72703
765-18825-000	- JANE BURGGRAD - 1294 PLUM TREE DR. - FAYETTEVILLE, AR. 72701
765-18826-000	- ELIZABETH & RYAN MCDONALD - 3467 YASSAR ST. - FAYETTEVILLE, AR. 72701
765-18827-000	- ALVIN PERRY - 1326 PLUM TREE DR. - FAYETTEVILLE, AR. 72704
765-18828-000	- MARK & ANITA SILLS - 1342 PLUM TREE DR. - FAYETTEVILLE, AR. 72704
765-18829-000	- NORMA GABBARD - 1358 PLUM TREE DR. - FAYETTEVILLE, AR. 72704
765-18830-000	- MADELYN SKELTON - 1374 PLUM TREE DR. - FAYETTEVILLE, AR. 72704
765-18831-000	- SCOTT RENTALS, INC. - 20981 N. LAKESHORE - SPRINGDALE, AR. 72764
765-18832-000	- KEVIN GARRETT - 1408 N. PLUM TREE DR. - FAYETTEVILLE, AR. 72704
001-11761-000	- DUNNERSTOCK DEVELOPMENT, INC. - 4257 GABLE DR. #F3 - FAYETTEVILLE, AR. 72703
001-11759-000	- DUNNERSTOCK DEVELOPMENT, INC. - 4257 GABLE DR. #F3 - FAYETTEVILLE, AR. 72703

PLAT

JCN

DRAWN BY:

CHECKED BY:

DATE REVISED

SCALE: 1"=100'

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Planning Commission
April 24, 2006
Page 120

RZN 06-2018: Rezoning (FOSTER/BELLWOOD II, 400): Submitted by DAVE JORGENSEN for property located at RUPPLE RD. E OF MEADOWLANDS. The property is zoned RSF-1, SINGLE FAMILY – 1 UNIT/ACRE, R-A, RESIDENTIAL AGRICULTURAL, C-2, COMMERCIAL THOROUGHFARE and contains approximately 20.35 acres. The request is to rezone the subject property to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS/ACRE.

Anthes: May we have the staff report, please?

Morgan: This property is located on Ruppel Road. It is located south of preliminary plat for Bellwood Subdivision. That property is currently under construction. The property to the east of this was recently approved as a PZD for Wellsprings Community. It is a mixed-use community. They will have various types of residential and commercial areas within it. With regard to this property, the applicant requests a rezoning from multiple zoning districts - R-A RSF-1 and C-2 - to an RSF-4 zoning district which would allow development of a residential subdivision compatible with that to the north. There are a variety of zoning districts surrounding this property. Staff finds that the RSF-4 zoning district is compatible and will provide a use which is not necessarily a need to those new subdivisions; however, with the variety of residential type uses in this area we find that RSF-4 will be compatible with regards to density.

Anthes: Thank you, Suzanne. Would any member of the public like to address this rezoning request? Seeing none, I'll close the public comment. Would the applicant like to make a presentation?

Jorgensen: Yes, ma'am. My name is Dave Jorgensen. I am here to answer questions basically.

Anthes: Thank you, Mr. Jorgensen. Commissioners?

Trumbo: Madame Chair.

Anthes: Commissioner Trumbo.

MOTION:

Trumbo: I would like to go ahead and make a motion for approval...

Anthes: Forward?

Trumbo: To forward, yes, RZN 06-2018 in agreement with all of staffs' recommendations.

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Anthes: Thank you. We have a motion by Commissioner Trumbo. Do I hear a second?

Myres: Second.

Anthes: Second by Commissioner Myres. Is there further discussion?

Ostner: Madame Chair.

Anthes: Commissioner Ostner

Ostner: I would appreciate a little discussion. I know it is late. This property is one small commercial lot on Wedington Drive. It is currently commercial. It's going to face Wellspring, which is a town. It's going to be larger than Elkins and Farmington put together. I'm not so sure this is good to give up commercial zoning. The gas station to the south of it could easily be absorbed. Large commercial lots are scarce within our city limits. I see part of it looks to be R-A, part of it looks to be R-1. We don't have any delineations visible.

Morgan: If you look at the handouts submitted by the applicant in your packet, it should separate the areas of R-1 and...

Ostner: So it's a small, maybe an acre of land.

Pate: About .49 acres.

Ostner: Yeah, okay. So much of it is RSF-1. Is that a "1" or an "I"?

Pate: It's a 1. It's one of the islands that was annexed in 2004 when the island annexation did come in. The piece of commercial property was fought for to be rezoned C-2. It is limited under very strict Bill of Assurance, allowing only one business owner of the property.

Ostner: Is that the electric company?

Pate: Yes.

Ostner: I see with a better map.

Clark: Madame Chair. Were you finished Commissioner Ostner?

Ostner: I guess I'm still concerned that so much homogenous pure 4 units/acre residential gets rezoned so quickly and then everybody wants commercial so lets go out to the county. I guess that's my concern. This is going

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extremely quickly. When I saw it at the back of our packet, this is all I saw. That's my comment.

Anthes: Commissioner Clark.

Clark: I was initially concerned that this is surrounded by higher density and that we were possibly underzoning this. But since this is across the street from Wellspring, I don't know. We might get a variety of things from PZD to probably a PZD with mixed-use and I would encourage that in this area. I think that Allan makes a very good point about commercial being needed but we can accomplish a very nice mixed development in this area. So I'm not going to and it's late, so if you want RSF-4, you can have it.

Anthes: Is there further discussion?

Ostner: Yes.

Anthes: Commissioner Ostner.

Ostner: That's a good point, however land rights are being distributed tonight not in the future. I will probably have to vote no. I just think as a member on this Commission, it is part of our job to think like the citizen. I think a lot of citizens are looking at commercial development and wondering if there are any more larger tracts other than the mall or Rogers. I know this is not a commercial tract, but it is mostly undeveloped and RSF-1 is a very low zoning district. It is an ideal carrying zoning district like R-A to stay in the city but difficult to develop potential zones. I don't think we will see this again other than a large scale development with a preliminary plat so I think the decision is being made now. So I'm going to vote against it.

Anthes: I would just like to say that I agree with Commissioner Ostner. I feel that the zoning is too low in this area. It is surrounded by a large RT-12 commercial zonings, residential office, C-1 and C-2, and a large PZD that we have seen across the road. With the amount of single-family property that we have rezoned in the west part of Fayetteville I feel like we are missing opportunities for commercial nodes and density in areas so close to other amenities. For that reason, I will also vote to deny this rezoning request. Is there further discussion?

Pate: Madame Chair, I just want to remind the commission, both of you mentioned Wellspring which incorporates almost half a million square feet of commercial space which is quite significant for a community especially with a Harp's and commercial area half a mile, three quarters of a mile from here as well. So, that is a pretty significant development that has already been processed for a preliminary plat.

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Anthes: I agree. It also puts enough residential property on that acreage to support whatever retail they have proposed. In addition, I'm not saying necessarily that this should be commercial or anything else but I just feel like the RSF-4 zoning is too low. It needs to be higher density or something else that remains to be seen. Is there further discussion?

Ostner: Yes, ma'am.

Anthes: Commissioner Ostner.

Ostner: That's a good point about Wellspring incorporating its own commercial fronts and square footage. The old way to develop commercial land is to buy the dirt and (blanked out on both cassette tape and video tape). Why can't there be a larger grocery store west of Wal-Mart sort of in Farmington because that traffic is backed up so far there aren't any large parcels available. They're all chopped up into tiny pieces. So it's the large parcels that are rare. That's the extent of my comment.

Anthes: Any further comment? Will you call the roll, please?

Roll Call: The motion to forward RZN 06-2018 fails with a vote of 4-4-0.

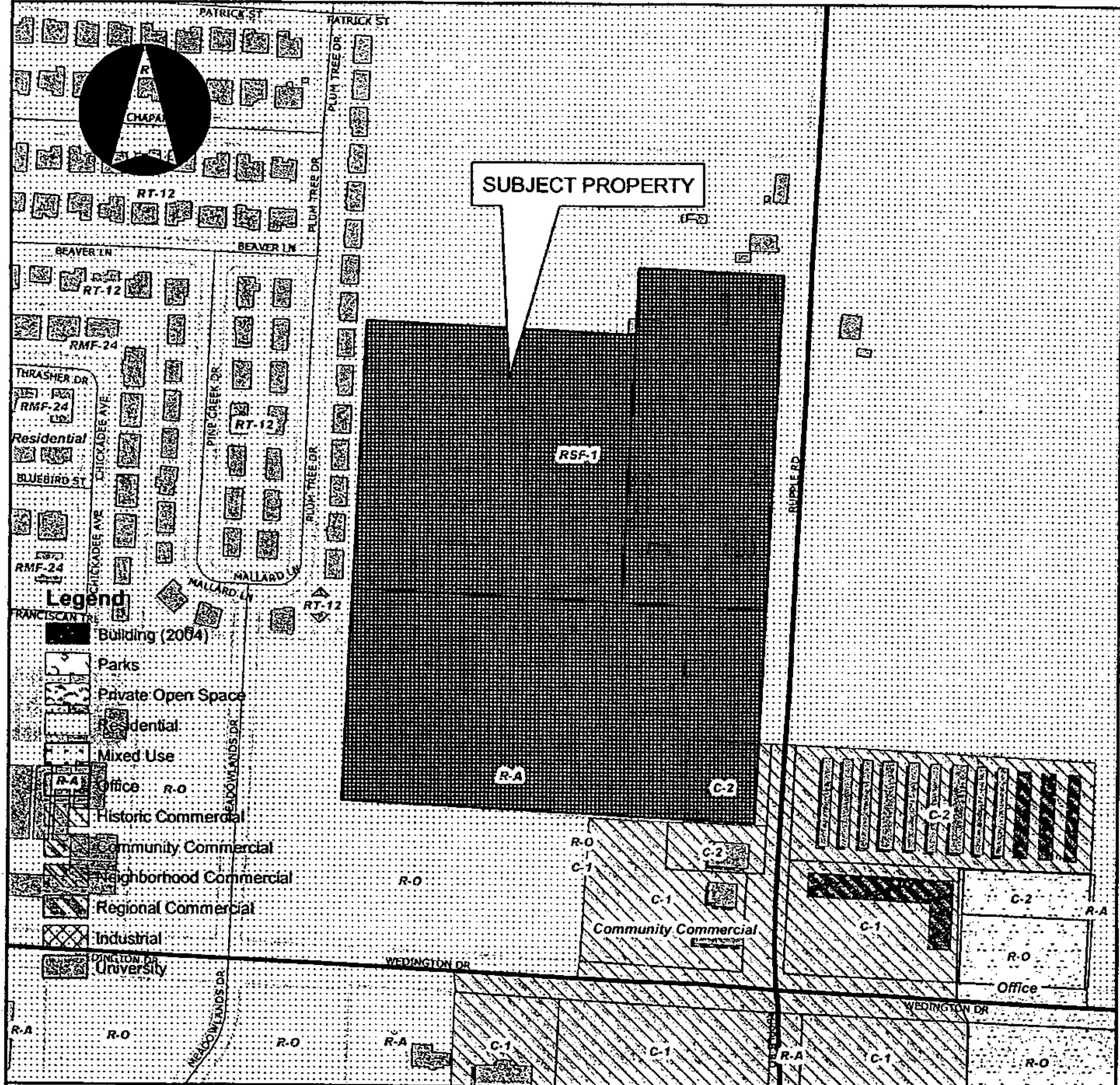
Ostner: For a point of order, can we hear the process for appealing a failed zoning petition?

Pate: The applicant would need to submit a letter of appeal to the City Clerk within 10 business days for this item to be heard.

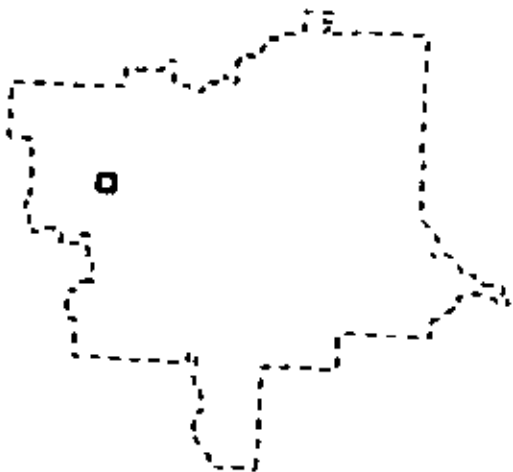
RZN06-2172

Future Land Use

DUNNERSTOCK



Overview

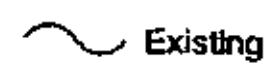


Legend

Subject Property



Streets

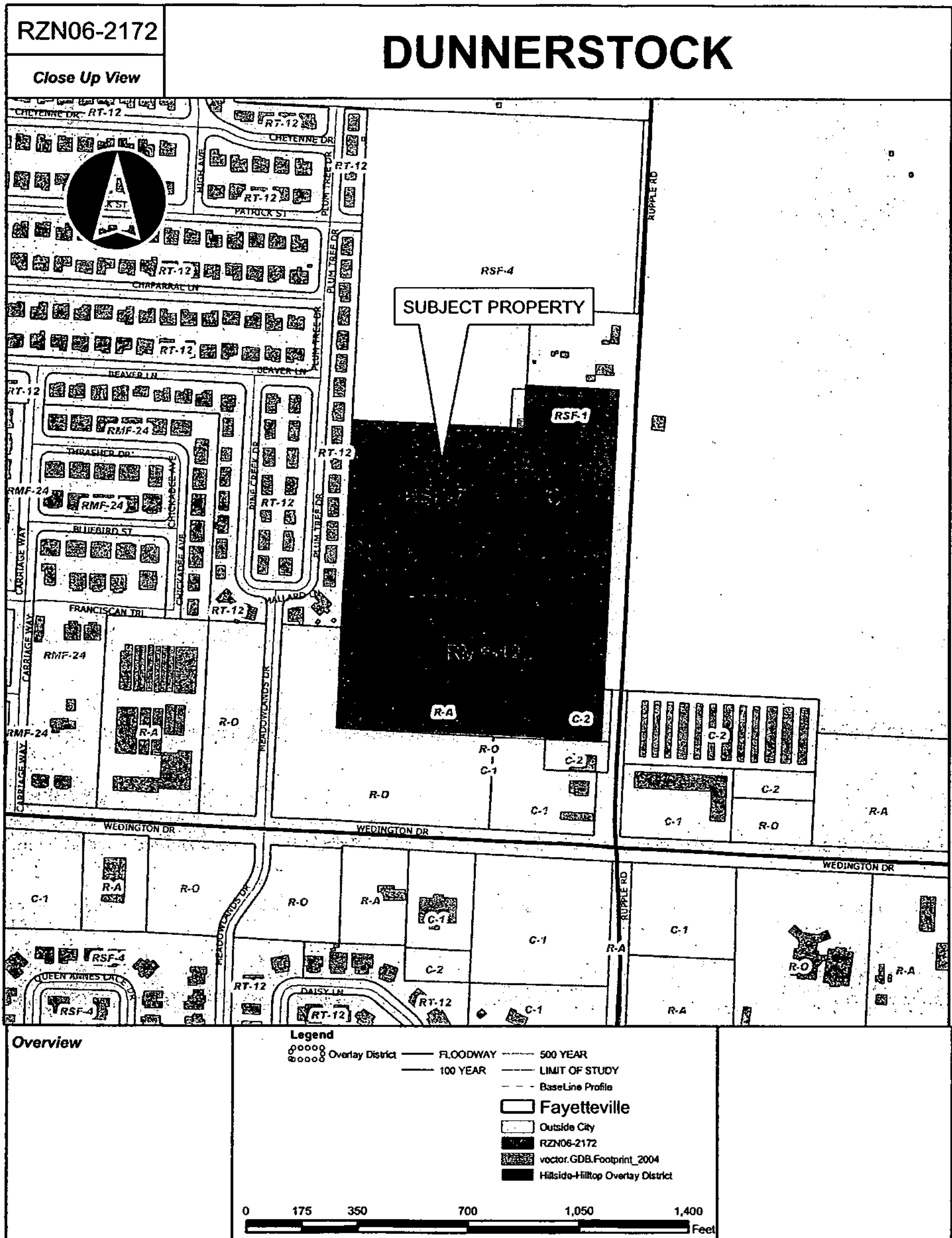


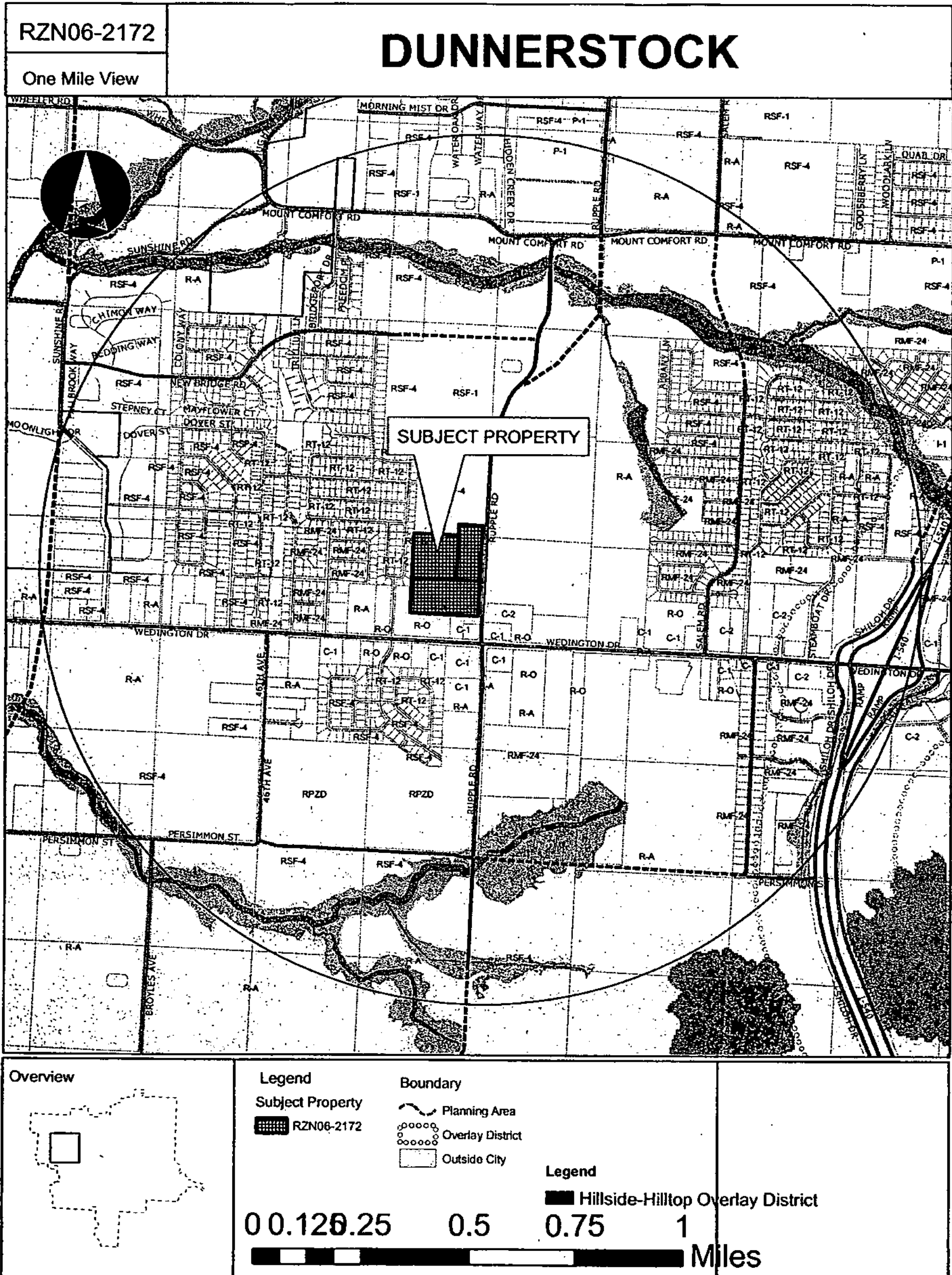
Boundary



Legend







City Council Meeting Date

Operations
Department

ADM 06-1955, 06-1956: Administrative Item (DOWNTOWN MASTER PLAN ZONING DISTRICTS AND ZONING DISTRICT MAP): Submitted by Planning Staff to amend Title XV: Unified Development Ordinance of the code of Fayetteville to amend various sections of the code in order to implement the Downtown Master Plan Zoning Code and Zoning Map.

Budget Adjustment Attached ☐

Received in Mayor's Office

1001 - Field 02, 8-15-05



113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Mayor and City Council

THRU: Gary Dumas, Operations Director
Tim Conklin, Planning and Development Management Director

FROM: Leif Olson, Long Range Planner

DATE: July 28, 2006

SUBJECT: Downtown Master Plan Zoning Code Amendments to the Unified
Development Code

Planning Staff recommends the following amendments to the Unified Development Code (UDC) in order to clarify language regarding the removal of the C-4 Downtown District and the adoption of the Downtown Master Plan (DMP) zoning districts. Significant changes have been made to Chapter 161 – Zoning Districts, and this chapter should be readopted in its entirety. Staff has proposed amendments to the Neighborhood Conservation Zoning District which would set density limits and remove some of the use units allowed in this district.

Additionally, Staff recommends amending the following chapters which are impacted by the adoption of the DMP zoning districts: 151 – Definitions, 156 – Variances, 160 – Zoning Districts, 162 – Use Units, 164 – Supplementary District Regulations, 166 – Development, 167 – Tree Preservation, 172 – Parking and Loading, and 174 – Signs. Planning Staff also recommends amending the City of Fayetteville's Official Zoning Map by adopting the proposed Downtown Zoning Districts.

In order to clarify the amendments that are proposed this report steps through each chapter and explains what has been added or removed.

Chapter 151 Definitions has been amended to add new definitions that relate to the Downtown Master Plan Zoning Districts.

Chapter 156 Variances has been amended to remove the C-4 Downtown District and replace it with the three DMP Zoning Districts.

Chapter 160 Zoning Districts has been amended to remove the C-4 Downtown District and inserting the DMP Zoning Districts.

The Compensation Committee will meet at 4:00pm on Tuesday, August 15th in Room 326. Alan Johnson, Executive Vice President with Management Advisory Group, Inc. will make an informational presentation about the key elements of a compensation philosophy. All Council members are invited to attend this meeting.

At this meeting, Mr. Johnson will initiate a discussion to identify the direction of the compensation philosophy for the City of Fayetteville.

The draft compensation philosophy is scheduled to be delivered to the City on August 24, 2006. Staff will distribute this to all Council members and employees for review. The philosophy statement will be considered for adoption by the full Council on August 29, following the Agenda Session at a Special City Council meeting. Carolyn Long, CEO of Management Advisory Group, Inc. will be on-site to facilitate this process.

Chapter 161 Zoning Regulations has been amended by removing the C-4 Downtown District and inserting the DMP Zoning Districts. Additionally, Staff is recommending that in the Neighborhood Conservation Zoning District that Use Unit 4 is moved from a Use by Right to a Conditional Use and that Use Units 5, 13, and 15 are removed altogether from this Zoning District. Staff also recommends a 10 unit per acre density and a lot area minimum of 4,000 sq. ft. Chapter 161 should be re-adopted in its entirety.

Chapter 162 Use Units has been amended to move detention homes from Use Unit 4 (Cultural and Recreational Facilities) to Use Unit 5 (Government Facilities) and to move Zoo's from use unit 4 (Cultural Recreation Facilities) to Use Unit 20 (Commercial Recreation, large sites). This does not relate specifically to the Downtown Master Plan, however, staff felt that these changes were warranted and now was a good time to propose moving these Use Units.

Chapter 164 Supplementary District Regulations has been amended to add language that enables the City Council to designate structures for preservation. This amendment is necessary to exclude certain civic or cultural structures from the provisions of the Downtown Master Plan.

Chapter 166 Development has been amended to remove the table of commercial districts from the Commercial Design and Development Standards and replace it with language that applies to all commercial and office development.

Chapter 167 Tree Preservation and Protection has been amended to include the Downtown Master Plan Zoning Districts with accompanying tree preservation percentages to the Tree Preservation Percentage table.

Chapter 172 Parking and Loading has been amended to add the DMP Zoning Districts to the standards for the number of spaces by use section.

Chapter 174 Signs has been amended to add the DMP Zoning Districts to the requirements for on-site free standing signs.

Planning Staff welcomes any additional amendments that the City Council might propose. It would be helpful to discuss proposed amendments with Staff and the City Attorney so that appropriate language can be drafted in advance of the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE OF THE CODE OF FAYETTEVILLE TO AMEND VARIOUS SECTIONS OF THE CODE IN ORDER TO IMPLEMENT THE DOWNTOWN MASTER PLAN ZONING CODE AND ZONING MAP.

WHEREAS, the City of Fayetteville recognizes the unique and significant role that the downtown area plays in the vitality of the City and the region; and,

WHEREAS, the City of Fayetteville hired Dover – Kohl and Partners to develop a plan with extensive public input; and

WHEREAS, the City of Fayetteville has determined that development in the downtown area should be compatible with the traditional town form; and

WHEREAS, developments that are compatible with the surrounding area and harmonious with the character of the neighborhood and have a positive effect upon the future development of the area; and

WHEREAS, the Downtown Master Plan has been developed through an extensive process involving the public, elected and appointed officials, and staff;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That Chapter 151 Definitions is amended by inserting new definitions into Section §151.01 Definitions, a copy of which marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That Chapter 156 Variances is amended by inserting Downtown Zoning Districts in Section §156.02 Zoning Districts, a copy of which marked Exhibit "B" is attached hereto and made a part hereof.

Section 3. That Chapter 160 Zoning Districts is amended by inserting Downtown Zoning Districts in Section §160.01 Establishment of Districts, a copy of which is marked Exhibit "C" is attached hereto and made a part hereof.

Section 4. That Chapter 161 Zoning Regulations is re-adopted in its entirety, a copy of which is marked Exhibit "D" is attached hereto and made a part hereof.

Section 5. That Chapter 162 Use Units is amended by moving use units in Section §162.01, a copy of which is marked Exhibit "E" is attached hereto and made a part hereof.

Section 6. That Chapter 164 Supplementary District Regulations is amended by inserting Designated Preservation Structures in Section §164.12, a copy of which is marked Exhibit "F" is attached hereto and made a part hereof.

Section 7. That Chapter 166 Development is amended by inserting Downtown Zoning Districts in Section §166.14 Commercial Design and Development Standards, a copy of which is marked Exhibit "G" is attached hereto and made a part hereof.

Section 8. That Chapter 167 Tree Preservation and Protection is amended by inserting Downtown Zoning Districts in Section §167.04 Tree Preservation and Protection During Development, a copy of which is marked Exhibit "H" is attached hereto and made a part hereof.

Section 9. That Chapter 172 Parking and Loading is amended by inserting Downtown Zoning Districts in Section §172.05 Standards for the Number of Spaces by Use, a copy of which is marked Exhibit "I" is attached hereto and made a part hereof.

Section 10. That Chapter 174 Signs is amended by inserting Downtown Zoning Districts in Section §174.10 On Site Free Standing Signs, a copy of which is marked Exhibit "J" is attached hereto and made a part hereof.

Section 11. That the official Zoning Map of the City of Fayetteville is amended to rezone those properties identified in the Downtown Master Plan Zoning Districts, a copy of which is marked Exhibit "K" is attached hereto and made a part hereof.

PASSED and APPROVED this the 15th day of August 2006.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

EXHIBIT "A"

To be inserted in Chapter 151 Definitions:

§151.01 Definitions.

Block: A combination of building lots, the perimeter of which abuts streets.

Build-to line: A build-to line identifies the precise horizontal distance from a street right-of-way that the building shall be built to, in order to create a uniform line of buildings along the street.

Build-to Zone: A build-to zone is a range of allowable distances from a street right-of-way that the building shall be built to in order to create a moderately uniform line of buildings along the street.

Building frontage: The vertical side of a building which faces the primary space or street and is built to the Build-to line.

Building Height: Building height shall be measured vertically from the existing natural grade to any part of the structure, excluding spires, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof and not intended for human occupancy. To verify whether the height of a proposed structure is below the maximum height allowed, project a parallel plane above the existing natural grade and across the entire parcel. If the structure is below the upper line, then the height limitation has been satisfied.

Civic Building: Structure used primarily for public education, cultural performances, gatherings and displays administered by non-profit cultural, educational, governmental, and religious organizations.

Curb Radius: The curved edge of street paving at an intersection, measured at the inside travel edge of the travel lane.

Dwelling, live/work: A dwelling unit within which an at-home business is encouraged. Businesses are limited to a maximum of two employees that do not reside in the principal or accessory dwelling unit.

Dwelling, rowhouse: An attached single-family dwelling unit located on land owned by the unit owner and situated in a row of two (2) or more similar horizontally attached dwelling units, each unit having its own separate water, sanitary/sewer, ventilation and heating system, inclusive of separate utility service lines and meters, and which is separated from attached adjacent dwelling units by a fire-resistant common wall.

Frontage Line: The property line or lines of a lot which coincide with a right-of-way or other public open space.

Habitable Space: Building space whose use involves human presence. Habitable space excludes parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Liner Building: A building built in front of a parking garage, cinema, supermarket etc., to conceal large expanses of blank wall area and to face the street space with a façade that has doors and windows.

Marquee: A permanently roofed architectural projection the sides of which are vertical and are intended for the display of signs and which is supported entirely from an exterior wall of a building.

Parapet: A low guarding wall at the edge of a roof, terrace, or balcony.

Principal Façade (For purposes of placing buildings along build-to lines or build-to zones): The front plane of a building not including stoops, porches, or other attached architectural features.

Rear Access Lane: A publicly or privately owned secondary way that affords access to the side or rear of abutting property.

Storefront: The portion of a building at the first story of a retail frontage that is made available for retail use.

DRAFT

EXHIBIT "B"

Language to be inserted in Chapter 156 Variances:

§156.02 Zoning Regulations

(B)(3)(a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in the Downtown Core, Main Street Center and Downtown General Districts.

(B)(3)(c) *Conditions.* All waivers shall meet the conditions listed below:

(i) *Downtown Core, Main Street Center, and Downtown General Districts.* Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts:

(B)(5) *Building height variance in residential single-family zoning districts.*

(a) The Planning Commission shall have the authority to grant a variance to allow a proposed structure to exceed building height limits in all Zoning Districts in those instances where, owing to special conditions and circumstances, literal enforcement of the building height restrictions would result in unnecessary hardship or the applicant can show that the additional height requested will not adversely affect adjoining or neighboring property owners.

DRAFT

EXHIBIT "C"

Language to be inserted in Chapter 160 Zoning Districts

160.01 Establishment of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One Half Unit per Acre
RSF-1	Residential Single-family - One Unit per Acre
RSF-2	Residential Single-family - Two Units per Acre
RSF-4	Residential Single-family - Four Units per Acre
RSF-7	Residential Single-family - Seven Units per Acre
RT-12	Residential Two and Three-family
RMF-6	Residential Multi-family - Six Units per Acre
RMF-12	Residential Multi-family - Twelve Units per Acre
RMF-18	Residential Multi-family - Eighteen Units per Acre
RMF-24	Residential Multi-family - Twenty-Four Units per Acre
RMF-40	Residential Multi-family - Forty Units per Acre
R-O	Residential-Office
C-1	Neighborhood Commercial
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
R-PZD	Residential Planned Zoning District
C-PZD	Commercial Planned Zoning District
I-PZD	Industrial Planned Zoning District

EXHIBIT "D"

This chapter is being re-adopted in its entirety.

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 161 ZONING REGULATIONS**

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161.03 DISTRICT R-A, RESIDENTIAL-AGRICULTURAL	3
161.04 DISTRICT RSF-.5, RESIDENTIAL SINGLE-FAMILY - ONE HALF UNIT PER ACRE	4
161.05 DISTRICT RSF-1, RESIDENTIAL SINGLE-FAMILY - ONE UNIT PER ACRE	5
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161.07 DISTRICT RSF-4, RESIDENTIAL SINGLE-FAMILY - FOUR UNITS PER ACRE	5
161.08 DISTRICT RSF-7, RESIDENTIAL SINGLE-FAMILY - SEVEN UNITS PER ACRE	6
161.09 DISTRICT RSF-8, RESIDENTIAL SINGLE-FAMILY - EIGHT UNITS PER ACRE	6
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CHAPTER 161: ZONING REGULATIONS

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161.01 Application of District Regulations

Minimum regulations/exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
 - (1) *Height/bulk.* To exceed the height or bulk;
 - (2) *Number of units.* To accommodate or house a greater number of units;
 - (3) *Lot area.* To occupy a greater percentage of lot area;
 - (4) *Setback/open spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District A-1 until the territory is rezoned as provided herein.
- (F) *Measuring setbacks.*
 - (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98)

161.02 Certificate Of Zoning Compliance

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefore by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements

of this chapter.

- (B) *Nonconforming use/structure.* No non-conforming structure or use shall be renewed, changed, or extended until a certificate of zoning compliance shall have been issued by the Zoning and Development Administrator. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this chapter. The Zoning and Development Administrator shall maintain a record of all certificates of zoning compliance, and a copy shall be furnished upon request to any person.
- (C) *Authorized construction/use.* Certificates of zoning compliance issued on the basis of plans and applications approved by the Zoning and Development Administrator authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)--Enforcement, Ch. 153.

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.04 District Rsf-.5, Residential Single-Family – One Half Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two acres and a maximum gross density of approximately one-half unit per acre.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot area minimum	71,438 Sq. Ft.
Land area per dwelling unit	71,438 Sq. Ft.

(D) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(E) *Building area.* None.

(Code 1991, §160.043; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.05 District Rsf-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(F) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(G) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(H) *Density.*

Units per acre	1
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(D) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

100 *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

100 *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06)

161.06 District Rsf-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

100 *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

100 *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

100 ©Density.

Units per acre	2
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(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(E) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.07 District Rsf-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

FRONT	SIDE	REAR
25 ft.	8 ft.	20 ft.
HOD Front	HOD Side	HOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

161.08 District Rsf-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose.* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	7 or less	8.5
Two-family dwelling units per acre	—	Option: 15% of the lot, maximum

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(2) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06)

Cross reference(s)—Variance, Ch. 156.

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	By Right	Conditional Use
Single-family dwelling units per acre	8 or less	–
Two-family dwelling units per acre	–	8

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building height maximum	45 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05)

161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height regulations.*

Building height maximum	30 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

Cross reference(s)—Variance, Ch. 156.

161.11 District Rmf-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 6
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	

•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.12 District Rmf-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 12
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)—Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.13 District Rmf-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 18
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.

One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)—Variances, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Ord. No. 4325, 7-3-01)

161.14 District Rmf-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 24
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.
HOD Single Family Front	HOD Single Family Side	HOD Single Family Rear
15 ft.	8 ft.	15 ft.
HOD Two Family Front	HOD Two Family Side	HOD Two Family Rear
15 ft.	8 ft.	15 ft.
HOD Multi Family Front	HOD Multi Family Side	HOD Multi Family Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)—Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.15 District Rmf-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	16 to 40
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.16 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Offices, studios and related services
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 13	Eating places
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
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Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(D) *Density.*

Units per acre	4 to 24
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(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Height regulations.* There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back with any boundary line of any RSF or RMF District an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05)

161.17 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in

	restaurants
Unit 25	Professional offices

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.18 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Professional offices
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05)

161.19 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios, and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Trades and services

Unit 28	Center for collecting recyclable materials
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Height regulations.* Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a setback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

Buildings already in existence or for which a Large Scale Development or Planned Zoning District has been fully approved prior to the date of passage of this ordinance shall be grandfathered in and not be considered as nonconforming structures as a result of the passage of this ordinance.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06)

161.20 Downtown Core

(a) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and Services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 24	Home occupations
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 80% of lot width.

(g) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.21 Main Street / Center

(a) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street / Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street / Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street Center district is a commercial zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline services stations and drive in restaurants
Unit 24	Home occupations

Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(c) *Density.* None.

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 75% of lot width.

(g) *Height regulations.* Maximum height is 6 stories or 84 feet which ever is less. Above four stories there shall be a stepback of the building's principal façade of no less than 15 ft.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.22 Downtown General.

- (a) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

- (b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

- (c) *Density.* *None*

- (d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* *None.*

- (e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal	None
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 50% of lot width.

(g) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(h) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right of way.

161.23 Neighborhood Conservation

(a) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(b) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 24	Home occupations
Unit 25	Professional services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(c) *Density.* 10 Units/Acre

(d) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	50 ft.
Three Family	60 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(e) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, facing street	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side, internal, if adjoining a similar use unit.	5 ft.
Side, internal, if adjoining a different use unit	5 ft.
Rear, without easement or alley	5 ft.
Rear, from center line of an easement or alley	12 ft.

Note: If the Regulating Plan shows an alley along the rear, side, or across a property line, adjustments to setbacks might be necessary. See Section 161.26(C)(3)-(8).

(f) *Minimum buildable street frontage.* 40% of lot width.

(g) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

161.24 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 6	Agriculture
Unit 12	Offices, studios and related facilities
Unit 13	Eating places
Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Professional offices
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.25 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 12	Offices, studios and related services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 28	Center for collecting recyclable materials

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.26 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

161.27 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot area minimum.*

Lot area minimum	10 acres
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(E) *Setback regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 ft.
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 ft.

(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98, Ord. No. 4178, 8-31-99)

161.28 Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

- (1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.
- (2) To address the issues of traffic and safety.
- (3) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, drainage and heat islands.
- (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.

(B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the Planning Division.

(C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the

Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.

(D) *Nonresidential site design and development standards.*

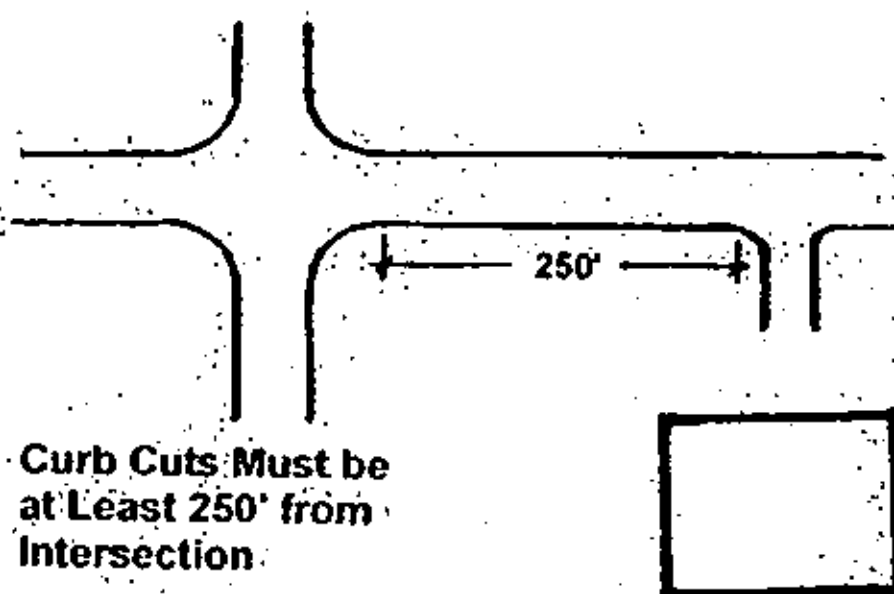
- (1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.

(2) *Signs*

- (a) The only permitted free standing signs shall be monument signs. Only indirect lighting may be used for illumination of all signs.

- (b) All signs shall otherwise comply with *Chapter 174 Signs* and any variance shall be considered pursuant to § 156.06 of the *Unified Development Code*.

- (3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.



- (4) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.

- (5) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.

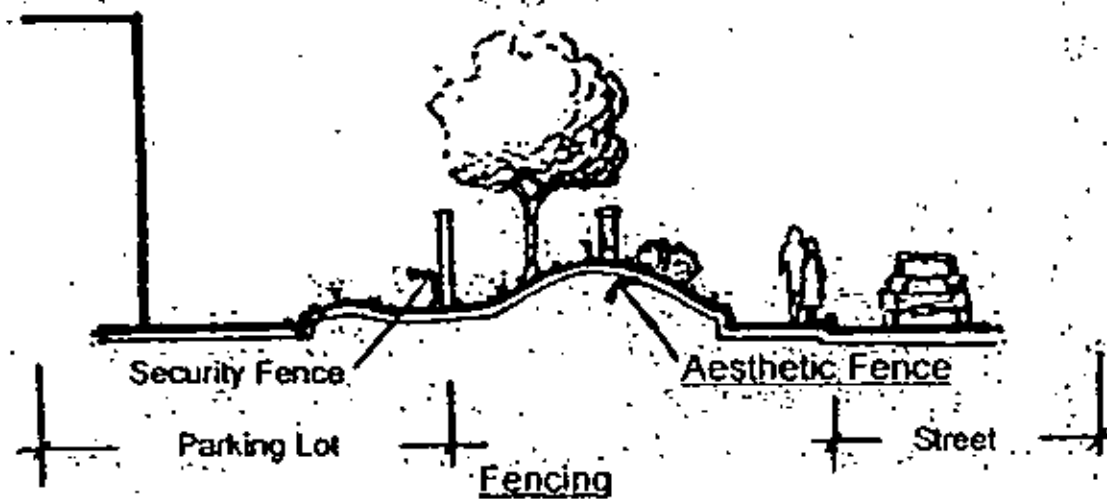
- (6) *Site coverage.* Twenty-five percent (25%) of the site shall be left in open space. Eighty percent (80%) of the open space shall be landscaped which may include ponds and fountains.

- (7) *Optional fencing.* All fencing shall be constructed of wood, masonry, or natural looking materials. No optional fencing shall be located within the greenspace required by Section (D)(1). No metal fencing shall be allowed except in the following cases:

- (a) Wrought iron fencing.

- (b) If other types of metal fencing are necessary, for security purposes, they may be used if the area is first fenced off with a view obscuring natural or natural looking fencing material. The metal fencing shall be placed inside the view obscuring fencing, and the view obscuring fencing shall be at least the height

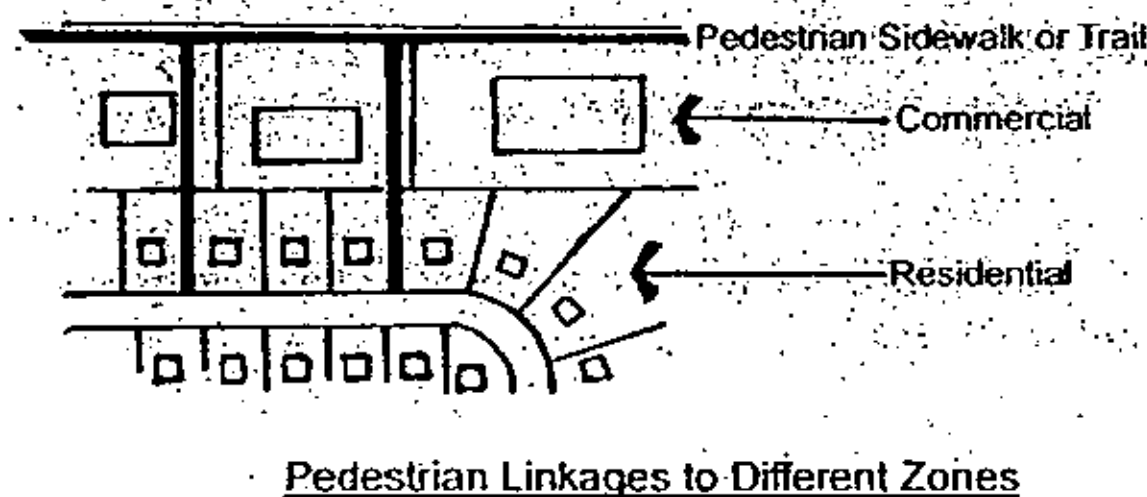
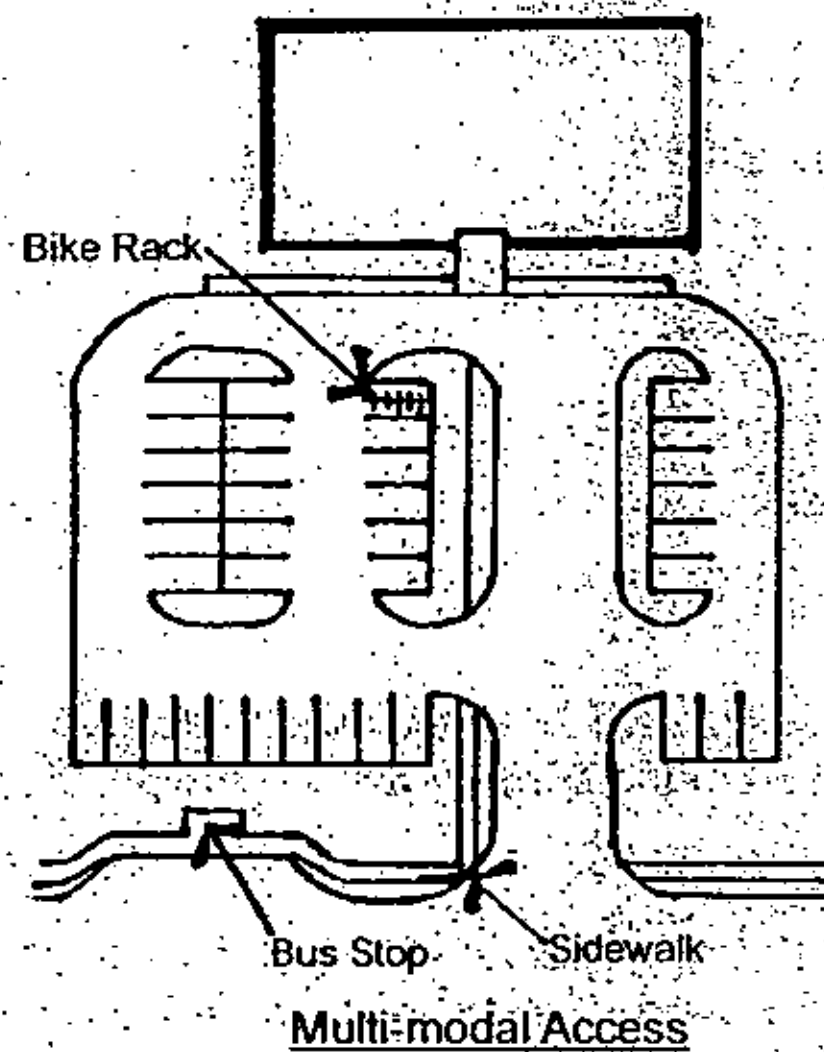
of the metal fencing.



(8) *Outdoor storage of material and equipment.* All outdoor storage of material and equipment shall be screened with natural vegetation.

(9) *Access.*

- (a) *Pedestrian.* Pedestrian access shall be provided from the street to the entrance of the structure by way of a designated trail or sidewalk.
- (b) *Multi-modal.* Multi-modal access may be required on nonresidential sites within the Design Overlay District. (For example: The provision of bus stops, bicycle racks, parking stalls for car pools, and bicycle and pedestrian walks and trails).



(E) *Nonresidential developments and multiple building sites.* In the case of nonresidential development involving

multiple building sites, whether on one or more platted lots, the above-described regulations shall apply to the development as an entire tract rather than to each platted lot.

(F) *Large scale development.* All nonresidential development within the Design Overlay District shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract.

(G) *Exemptions.*

- (1) Undeveloped or partially developed lots in nonresidential subdivisions lying within the Design Overlay District for I-540 Highway Corridor which have received preliminary or final approval as nonresidential subdivision prior to June 28, 1994, are hereby exempt from compliance with Ordinance No. 3806 (§161.21).
- (2) Owners of lots within nonresidential subdivisions which obtained preliminary or final approval as nonresidential subdivisions prior to June 28, 1994, and not included in the specifically exempted properties may apply for an exemption to the Fayetteville Zoning and Development Administrator. The Zoning and Development Administrator shall respond to the application in writing within 10 working days of the receipt of the application.
- (3) Completed development upon property subject to such exemption not in compliance with the standards set forth in Ordinance No. 3806 (§161.21) shall be considered pre-existing conforming structures.
- (4) Nothing contained herein shall limit or prohibit property owners from utilizing the variance provisions contained in Ordinance No. 3806 (§161.21).

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5,8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4128, §1, 12-15-98; Ord. 4725, 7-19-05; Ord. 4784, 10-18-05)

Cross reference(s)—Appeals, Ch. 155; Variances, Ch. 156.

161.29 Planned Zoning District

(A) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals:

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial, or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *General Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (B) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.
- (C) *R - PZD, Residential Planned Zoning District.*
- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:
 - (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
 - (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
 - (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
 - (e) To encourage the efficient use of those public facilities required in connection with new residential development.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.
 - (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (D) *C-PZD, Commercial Planned Zoning District*

- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezoning. The legislative purposes, intent and application of this district include, but are not limited to, the following:
 - (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
 - (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
 - (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
 - (d) To encourage commercial development which is consistent with the city's General Plan.
 - (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Conditions.*
 - (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
 - (b) Residential uses must be appropriate to the design of the project.
 - (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.
 - (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (E) *I-PZD Industrial Planned Zoning District.*
- (1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezoning. The legislative purpose, intent and application of this district include, but are not limited to, the following:
 - a. To provide for manufacturing activities in a manner compatible with the surrounding area.
 - b. To encourage the application of sound planning and design principles in the orderly development of industrial activities.
 - c. To maximize manufacturing potential without adversely affecting the living environment of the community.
 - d. To encourage industrial development that is consistent with the city's General Plan.
 - (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as

permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

- (a) In no instance shall the industrial use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
 - (b) Ancillary commercial and office uses shall be compatible with the design and scale of the project.
 - (c) Residential uses must be appropriate to the scope and character of the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(F) *Bulk and area regulations.*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

- 1. The densities of surrounding development;
- 2. the densities allowed under the current zoning;
- 3. the urban development goals and other policies of the city's General Plan;
- 4. the topography and character of the natural environment; and
- 5. the impact of a given density on the specific site and adjacent properties.

- (2) *Lot area and yard requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.

- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. 4717, 7-5-05; Ord. 4764, 09-20-05)

161.30-161.99 Reserved

EXHIBIT "E"

The following language is to be inserted in Chapter 162 Use Units:

162.01 Establishment/Listing

(D) Unit 4. Cultural and recreational facilities.

(1) Description. Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) Included uses.

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)--Parking and Loading, Ch. 172.

(E) Unit 5. Government facilities.

(1) Description. Unit 5 consists of the main facilities of government agencies.

(2) Included uses.

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office
Detention Home

(T) Unit 20. Commercial recreation, large sites.

(1) Description. Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) *Included uses.*

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course
Miniature golf
Race track
Zoo

EXHIBIT "F"

The following language is to be inserted in Chapter 164 Supplementary District Regulations:

164.12 Nonconforming Uses and Structures

(1) Designated Preservation Structures. Significant structures as designated by City Council resolution as worthy of preservation shall be exempted from the provisions of this section.

DRAFT

EXHIBIT "G"

Language to be inserted in Chapter 166 Development:

166.14 Commercial Design And Development Standards

(B) *Applicability.* Commercial design and development standards apply to all commercial and office development.

DRAFT

EXHIBIT "H"

Language to be inserted in Chapter 167 Tree Preservation and Protection:

167.04 Tree Preservation and Protection During Development

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

**Table 1
 Minimum Canopy Requirements**

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20%
R-O, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
C-1, Neighborhood Commercial	20%
C-2, Thoroughfare Commercial	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%

MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

DRAFT

EXHIBIT "I"

Language to be inserted in Chapter 172 Parking and Loading:

172.05 Standards For The Number Of Spaces By Use

(A) Off-street parking.

- (2) *Change of use – waiver.* Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (3) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.
- (4) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the C-3 and C-4 zoning districts.

EXHIBIT "J"

Language to be inserted in Chapter 174 Signs:

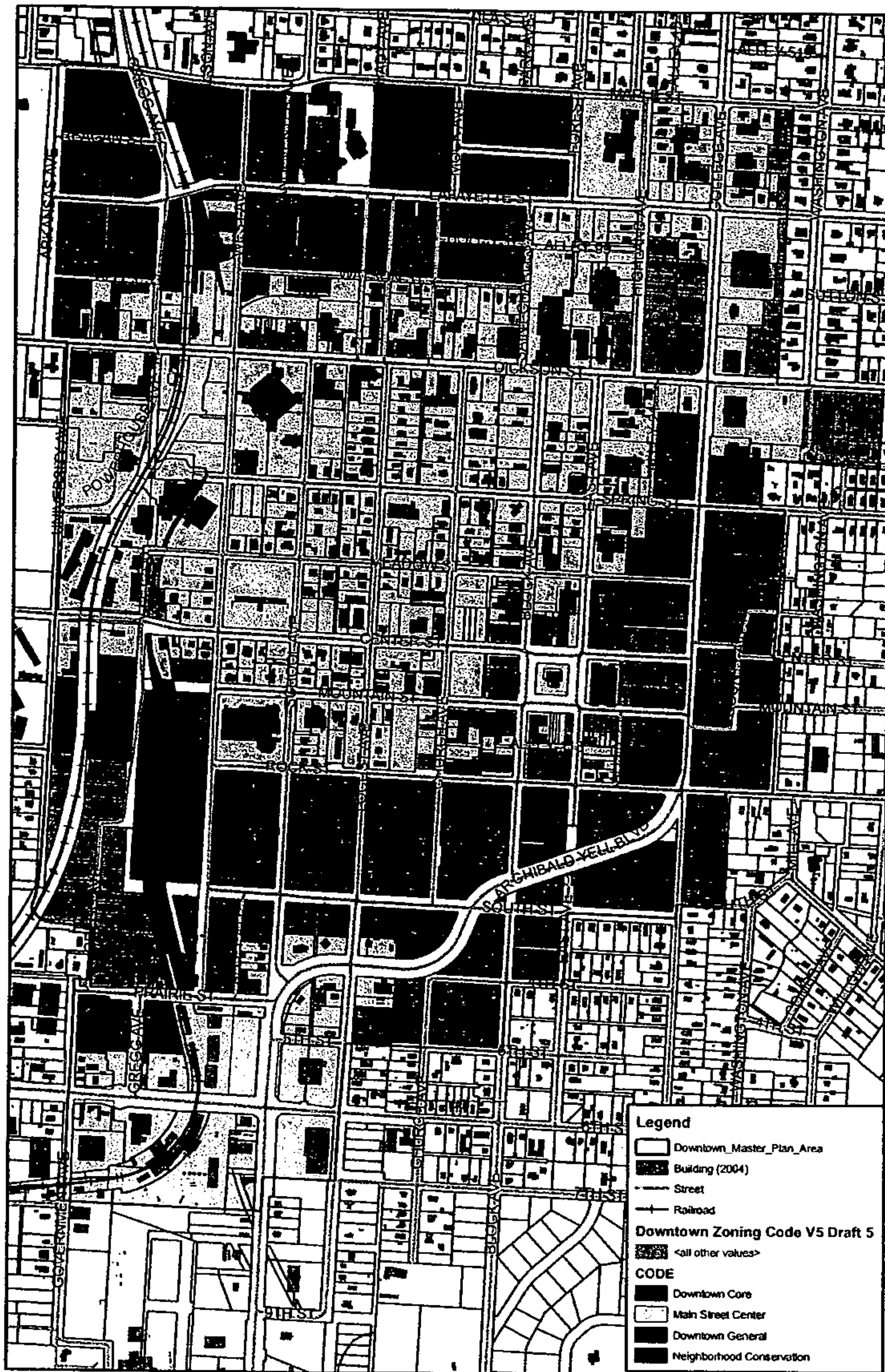
174.10 On-Site Freestanding Signs

It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level

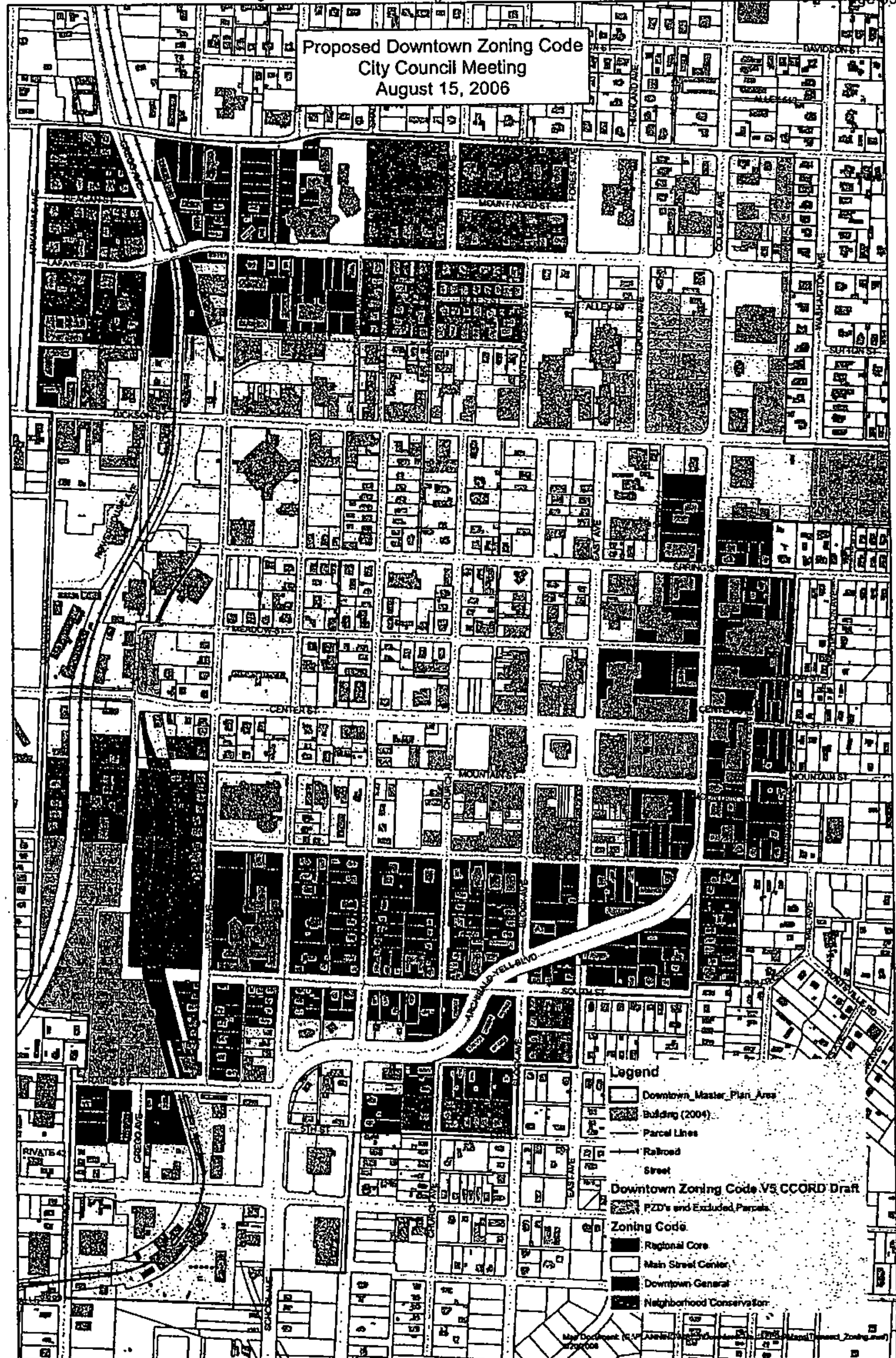
(D) C Districts and Downtown Master Plan Zoning Districts (Downtown Core, Main Street Center, Downtown General).

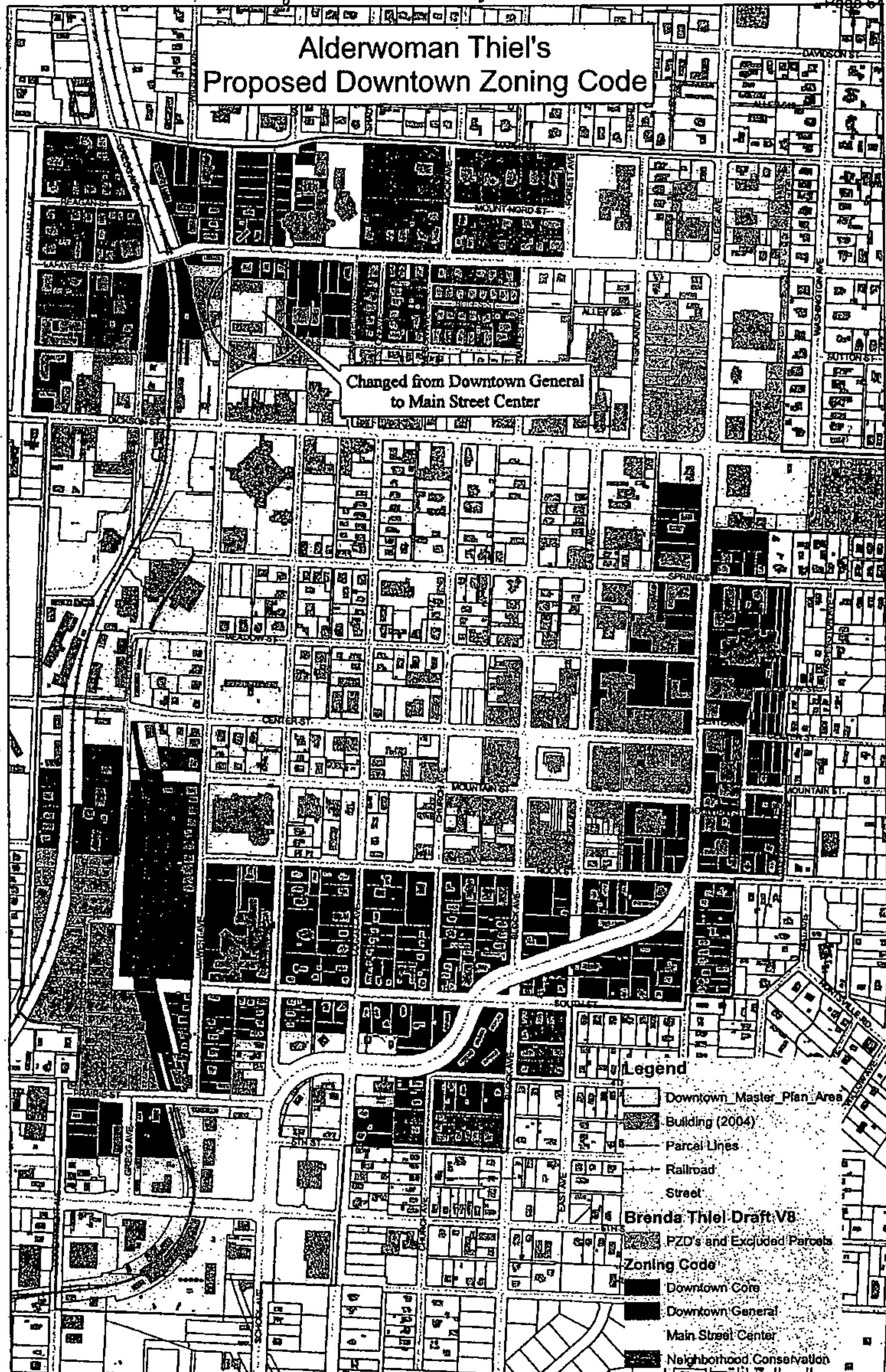
DRAFT

"Exhibit K"

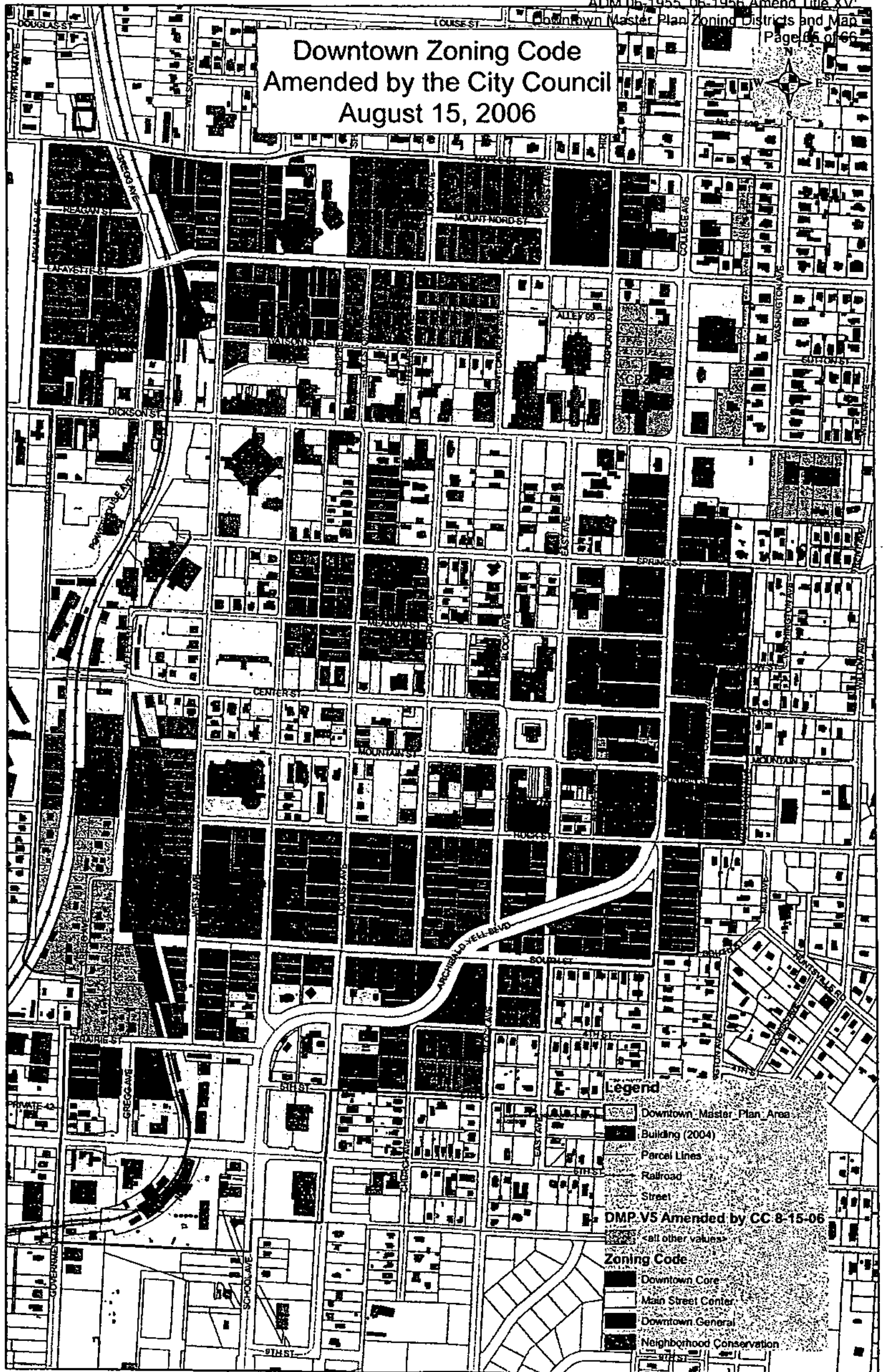


City Council Meeting - Approve Downtown Master Plan Zoning Districts and Map





Downtown Zoning Code
Amended by the City Council
August 15, 2006



City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C. 1
Disability Insurance and Voluntary
Benefit Renewals
Page 1 of 16

9/5/2006

City Council Meeting Date

Michele Bechhold

Submitted By

Human Resources

Division

Operations

Department

Action Required:

Approve placement of group life and long term disability insurance with Reliance Standard and placement of group accidental death and dismemberment insurance with Ace-USA.

\$4,700.00

Cost of this request

\$

725,800.00

Category / Project Budget

Personnel Services

Program Category / Project Name

1010.1210.5108.03

Account Number

\$

557,578.00

Funds Used to Date

Human Resources

Program / Project Category Name

\$

168,222.00

Remaining Balance

General

Fund Name

Budgeted Item

☒ XX

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Service Director

Date

Received in City Clerk's Office

ENTERED

Mayor

Date

Received in Mayor's Office

ENTERED

Comments:



City Council Meeting of September 5, 2006

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody and City Council
THRU: Gary Dumas, Operations Director 
FROM: Michele Bechhold, Human Resources 
DATE: August 21, 2006
SUBJECT: Life, Long Term Disability Insurance and Voluntary Benefit
Renewals for Plan Year 2007

Recommendation

Staff recommends placing City-paid life insurance and long-term disability coverages with Reliance Standard, accidental death and dismemberment, (AD&D), coverage with Ace-USA and cafeteria plan administration with DataPath. Staff also recommends various changes to the offering of voluntary benefits as outlined in this memo.

Discussion

Hoffman-Henry, the City's benefit broker represented by Jeff Jackson, bid out all life and long term disability benefits as well as all the voluntary benefits currently offered by the City. The bid documents also allowed responding carriers to submit proposals for other product lines. Mr. Jackson met with senior management staff to discuss the results of the bids and the recommendations. These recommendations are summarized below by type of benefit.

CITY PAID GROUP BENEFITS

Group Life with AD&D – Reliance Standard bid 13.2 cents per \$1,000 of coverage on the life benefit and 3 cents per \$1,000 of coverage on the AD&D portion of this policy. These rates yield a projected annual premium savings of \$8,789. Reliance also offers value added benefits on this plan such as a phone-based employee assistance plan and a 10% critical illness benefit.

Group Long-Term Disability (LTD) – Reliance bid 31.2 cents per hundred dollars of coverage which will yield an annual estimated premium savings of \$12,947. The value added benefits on this plan include a child care benefit and a worksite modification benefit.

\$25,000 AD&D with voluntary buy up options – Through this policy the City provides an additional \$25,000 of AD&D coverage and employees can purchase additional coverage on themselves or family coverage. Ace-USA bid 3 cents per thousand dollars of coverage which will generate an estimated premium savings of \$6,087 for the City.

Annual premium savings referred to above are all based on a comparison with the rate offered by the current carrier, USABLE, through the bid process.

Section 125 Plan Administration

The Section 125 Plan allows employees to pay insurance premiums with pre-tax dollars; thus reducing their taxable income. It also provides for flexible spending accounts for unreimbursed medical and dependent care expenses. As a client of US Able Life, the City utilized Select Data Service Administrators as the third party administrator for the Section 125 Cafeteria Plan. The plan administration services were provided to the City at no cost. The replacement of US Able Life with other carriers means that the services of Select Data Service Administrators will no longer be available to the City without cost.

Hoffman-Henry also solicited bids for cafeteria plan administration services. DataPath is the recommended vendor and their fee schedule is below.

Plan Document and Set up Fee	\$500.00
Monthly Fee/Flex Participant	\$ 3.00; Minimum Fee of \$350/Month
Annual Plan Renewal Fee	\$250.00
Benefit Debit Cards	\$3.00 set up fee for one card, \$5.00 set up fee for two card family pack, \$2.00 monthly fee per participant

The City would incur a \$500.00 fee to set up the plan, including the cost of writing the plan document. Currently there are eighty participants in the flexible spending accounts. Staff is proposing that the City pay the monthly administration fee of \$350.00; the minimum fee applies since the fee per participant would yield an amount less than \$350.00. At current participation levels this would create an annual cost of \$4,200. Together, the \$500 set up fee and the monthly participant fees total \$4,700. Employees who want to utilize a debit card would be responsible for the fees associated with the card.

The pre-tax deduction of premiums through the Section 125 plan creates a FICA savings for the City. Based on estimates for 2006, the City will save approximately \$77,500 in matching FICA contributions due to the pre-tax deduction of premiums.

EMPLOYEE PAID VOLUNTARY BENEFITS

Vision Plan – Starmount, the current carrier, was selected in 2003. There will be no change in premiums for 2007. Staff recommends renewing with Starmount for 2007.

Group Term Life – The recommendation is to place this coverage with Reliance. Reliance has offered guaranteed takeover of all existing policies. Rates are less for most age classes, none are higher and the benefit reduction schedule is more favorable to policyholders.

Accidental Death & Dismemberment – Ace-USA has quoted rates that will reduce both the employee only premium and the family premium. Employees will be able to maintain the same coverage for a lesser premium.

Cancer Plan – Colonial is the carrier recommended to provide cancer coverage. Colonial offers plans comparable to existing coverages, but they will not be an exact match for existing cancer policyholders. Employees will be able to keep their current policy with US Able Life if they choose to. One of the advantages of the Colonial policy over the US Able policy is the rates are locked in and will not increase. Employees have been faced with frequent rate increases on the existing cancer plan.

NEW VOLUNTARY BENEFIT OPTIONS

In an effort to provide benefit enhancements, Staff recommends offering two new voluntary benefit options.

Critical Illness – This policy pays a benefit directly to the policyholder if a covered person is diagnosed with any of the covered illnesses. (EX: heart attack, stroke, permanent paralysis)

Accident Plan – This policy pays benefits directly to the policyholder according to a specific schedule if a covered plan member suffers an accident. (EX: ground or air ambulance trip, hospital admission, hospital intensive care, surgery)

Budget Impact

This renewal presents premium rate reductions for each City paid policy presented. The cost of the cafeteria plan administrative services, estimated to be \$4,700 can be funded through premium savings.

Staff is available to answer any questions you may have.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLACEMENT OF EMPLOYEE LIFE AND LONG TERM DISABILITY INSURANCE COVERAGE WITH RELIANCE STANDARD; ACCIDENTAL DEATH AND DISMEMBERMENT (AD & D) COVERAGE WITH ACE-USA; AND THE ADMINISTRATION OF THE SECTION 125 CAFETERIA PLAN WITH DATAPATH FOR PLAN YEAR 2007.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the placement of Life and Long Term Disability insurance coverage with Reliance Standard; Accidental Death and Dismemberment (AD & D) coverage with Ace-USA; and the administration of the Section 125 Cafeteria Plan with DataPath for Plan Year 2007.

PASSED AND APPROVED this 5th day of September, 2006.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT

Employer Sponsored Life and AD&D Cost Analysis



Rates		Option 1 USABLE Group Life	Option 6 Reliance Standard Group Term Life
Volume (monthly)		\$40,673,425	\$40,672,000
Life Rate (per \$1,000)		\$0.1500	\$0.1320
AD&D Rate (per \$1,000)		\$0.0300	\$0.0300
Estimated Monthly Premium		\$7,321	\$6,589
Other Monthly Carrier Fees			
Estimated Annual Premium		\$87,865	\$79,068
Rate Guarantee	2 years		2 years
Life Amount	1.5X annual salary to \$175,000		1.5X annual salary to \$175,000
Waiver of Premium	Yes		Yes
Accelerated Benefit	Yes		Yes / 75%
Reduction Schedule	35% at 65, 50% at 70, terminate at retirement		35% off original amount at 65, additional 25% off at 70, additional 20% off at 75, Terminate at retirement
Exclusions		Suicide, Felony, War, Substance Abuse, Airplane, Dangerous Leisure Activities	Suicide, Felony, War, Substance Abuse, Airplane, Dangerous Leisure Activities
Life / AD&D			
Value Added Benefits	NO	10% Critical Illness Benefit	
	NO	WorldNet / Travel Assistance	
	NO	EAP Plan - Phone Based	

*This proposal is for illustration purposes only. For plan details, refer to your Certificate of Insurance.

Long-Term Disability Cost Analysis



Rates		Option 1 USABLE Long Term Disability	Option 7 Reliance Standard Long Term Disability
Volume (monthly)		\$2,247.82	\$2,247.82
Rate (per \$100)		\$0.3600	\$0.3120
Estimated Monthly Premium		\$8,092.55	\$7,013.21
Other Monthly Carrier Fees			
Estimated Annual Premium		\$97,106	\$84,159
Rate Guarantee	2 years		2 years
Benefit Percentage	60%		60%
Monthly Benefit Maximum	\$5,000		\$8,000
Elimination Period	180 day		180 day
Disability Definition	Unable to make 80% of earnings		Unable to make 80% of earnings
	Earnings AND Duties		Loss of Duties Only
Benefit Duration	To age 65 w/ RBD		To age 65 Ext. SSNRA
Partial Disability	Yes		Yes
Residual Disability	No		0-Day
Social Security Integration	Primary and Family		Full Family
Mental & Nervous Coverage	24 Months		24 Months
Chemical Dependency Coverage	24 Months		24 Months
Preexisting Limitation	12/24 Pre Existing		3/12 Pre Existing
Survivor Benefit	3 months		3 months
Conversion	No		No but can add in
Value Added Benefits	NO		W2 & FICA Reporting
	NO		Specific Indemnity Benefit
	NO		Child Care benefit
	NO		Worksite Modification
	NO		Extended Disability Rider
	NO		WorldNet travel Assistance

*This proposal is for illustration purposes only. For plan details, refer to your Certificate of Insurance.

Voluntary AD&D Cost Analysis basic 25K employer sponsored



Rates		Option 1 USable Employer Paid	Option 8 Ace-USA Employer Paid
Volume (monthly)		\$16,825,000	\$16,825,000
AD&D Rate (per \$1,000)		\$0.0600	\$0.0300
Estimated Monthly Premium		\$1,010.00	\$505.00
Other Monthly Carrier Fees			
Estimated Annual Premium		\$12,114.00	\$6,057.00
Rate Guarantee	1 year		2 years
AD&D Amount		\$25,000	\$25,000
Reduction Schedule		33 1/3% of original amount at 65, 33 1/3% additional at 70, terminate at retirement	65% of original amount at 70, 45% of original amount at 75, 30% of original amount at 80, 15% of original amount at 85
Exclusions		Suicide, Felony, War, Substance Abuse, Airplane, Dangerous Leisure Activities	Suicide, Felony, War, Substance Abuse, Airplane, Dangerous Leisure Activities, etc.
AD&D			

*This proposal is for illustration purposes only. For plan details, refer to your Certificate of Insurance.

Voluntary AD&D Cost Analysis exceeding basic 25K



Rates	Option 1 USable Voluntary AD&D		Option 4 Ace-USA Voluntary AD&D	
	Employee Only		Family	
Rate Guarantee	2 years		2 years	
AD&D Amount	Increments of \$25,000		Increments of \$25,000	
Reduction Schedule	33 1/3% of original amount at 65, 33 1/3% additional at 70, terminate at retirement		65% of original amount at 70, 45% of original amount at 75, 30% of original amount at 80, 15% of original amount at 85	
Exclusions	Suicide, Felony, War, Substance Abuse, Airplane, Dangerous Leisure Activities		Suicide, Felony, War, Substance Abuse, Airplane, Dangerous Leisure Activities, etc.	
AD&D				

*This proposal is for illustration purposes only. For plan details, refer to your Certificate of Insurance.

VGTL Cost Analysis



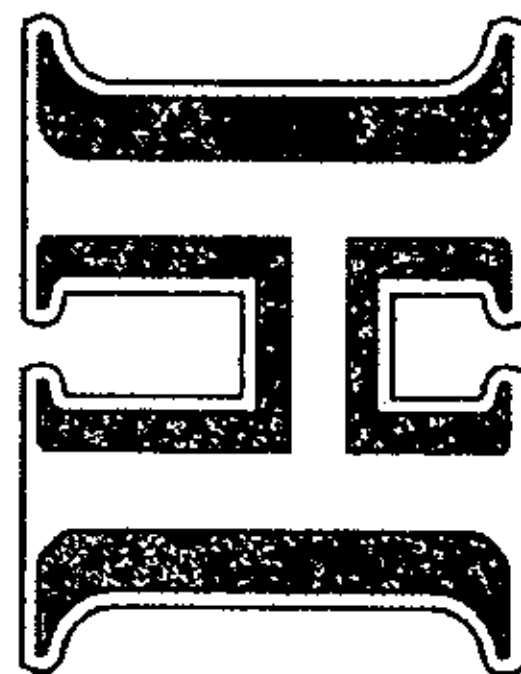
Option 1 USable Vol. Group Term Life		Option 6 Reliance Standard Vol. Group Term Life	
Rates Employee Rates Volume (monthly) Rate (per \$10,000) under 30		Rates Employee Rates Volume (monthly) Rate (per \$10,000) under 30	
30-34 \$1.00 35-39 \$1.40 40-44 \$2.40 45-49 \$3.60 50-54 \$5.80 55-59 \$9.80 60-64 \$15.60 65-69 \$24.80 70-74 \$42.00 75 + \$71.00		30-34 \$0.80 35-39 0.88 40-44 1.19 45-49 1.64 50-54 2.23 55-59 3.10 60-64 4.14 65-69 5.17 70+ 6.10	
Maximum Benefit \$300,000 Increments \$10,000 Spouse Benefit/Cost 60% of schedule Child Benefit/Cost \$10,000/\$3,000		Maximum Benefit 5x Annual Salary of \$500K Increments \$10,000 Spouse Benefit/Cost \$250,000/Schedule Child Benefit/Cost \$10,000/\$1,620	
AD&D Optional		AD&D Optional	
Conversion Yes		Conversion Yes	
Portability 2 years		Portability 2 years	
Rate Guarantee Yes		Rate Guarantee Yes	
Waiver of Premium Waiting on Answer		Waiver of Premium Yes	
Accelerated Benefit 		Accelerated Benefit Yes	
Reduction Schedule 33 1/3% of original amount at 85, 33 1/3% additional at 70, terminate at retirement		Reduction Schedule 60% of original amount at 75, 35% of original amount at 80, 27.5% of original amount at 85, 20% of original amount at 90, 7.5% of original amount at 95, 5% of original amount at 100+	

*This proposal is for illustration purposes only. For plan details, refer to your Certificate of Insurance.

Cancer Coverage

Employee	USABio Select Plan 2019	USABio Select Plan 2019	Colonial Cancer 1,000	Colonial Cancer 1,000
Employee	\$18.70	\$27.52	\$11.50	\$28.50
Employee / Spouse	\$36.52	\$50.48	\$19.50	\$45.00
Employee / Child	\$24.10	\$33.02	\$13.00	\$30.00
Employee / Family	\$36.52	\$50.48	\$19.50	\$45.00
INITIAL DIAGNOSIS				
Initial Diagnosis	\$1,000-\$5,000 Rider	\$1,000-\$5,000 Rider	\$1,000-\$5,000 Rider	\$1,000-\$5,000 Rider
Blood & Blood Plasma	\$10,000 per calendar year	Actual Charges; No Maximum	\$200 a day, up to \$10,000 per calendar year	\$200 a day, up to \$10,000 per calendar year
Experimental Treatment	\$5,000 per calendar year	\$5,000 per calendar year	\$300 a day; \$10,000 lifetime maximum	\$300 a day; \$10,000 lifetime maximum
Hosp Confinement	\$250 a day for 60 days, then \$500 a day	\$250 a day for 60 days, then \$500 a day	\$100 a day for 30 days, then \$200 a day	\$300 a day for 30 days, then \$500 a day
Private Duty Nursing	\$200 per day	\$150 per day	\$150 a day	\$150 a day
Prostheses	\$3,000 per calendar year	Actual Charges; No Maximum	\$3,000 per device; \$6,000 lifetime maximum	\$3,000 per device; \$6,000 lifetime maximum
Radiation/Chemotherapy	\$10,000 per calendar year	\$15,000 per calendar year	\$100 a day	\$300 a day
Skin Cancer	\$31	See Schedule	\$300 initial diagnosis; then subject to surgery schedule	\$300 initial diagnosis; then subject to surgery schedule
Stem Cell Treatment	Up to \$2,500 lifetime maximum	Actual Charges; No Maximum	\$5,000 Peripheral Stem Cell; \$10,000 Bone Marrow Stem Cell	\$5,000 Peripheral Stem Cell; \$10,000 Bone Marrow Stem Cell
Surgery	Up to \$2,000 per operation	Up to \$5,000 per operation	Up to \$2,500 per operation	Up to \$5,000 per operation
Specified Disease	\$250 per day hospital confinement	\$250 per day hospital confinement	Available as Rider; \$300 a day hospitalization	Available as Rider; \$300 a day hospitalization
Bone Marrow Expenses	\$10,000 In-patient/\$5,000 Out-patient	Not listed in brochure	\$10,000 lifetime maximum	\$10,000 lifetime maximum
Waiver of Premium	60 days before age 60	60 days before age 60	90 days	90 days
Wellness Benefit	\$75 per calendar year	\$75 per calendar year	\$25 per calendar year	\$100 per calendar year

*The information listed is for comparison purposes only. For a complete list of plan benefits please refer to the product brochure.



Hoffman-Henry Insurance
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Vision Cost Analysis

		Option 1 Starmount Group Vision	
		In-Network	Out-of-Network
Rates	Counts		
Single		\$8.62	
Employee + Spouse		\$15.52	
Employee + 1 Child		\$15.52	
Family		\$21.56	
Estimated Monthly Premium		\$0	
Other Monthly Carrier Fees			
Estimated Annual Premium		\$0	
Percentage Change			
Dollar Change			
Rate Guarantee			
Lenses			
Single	100%	To \$25	
Bifocal	100%	To \$40	
Trifocal	100%	To \$50	
Lenticular Lens	To \$80	To \$50	
Progressive Lens	To \$50	To \$40	
Contact Lenses			
Elective	To \$130	To \$130	
Medically Necessary	To \$210	To \$210	
Frames		To \$74/To \$100	To \$40
Exams		\$10 copay	To \$30
Frequency			
Exams	12 Months		
Lenses	12 Months		
Contact Lenses	12 Months		
Frames	24 Months		

*This proposal is for illustration purposes only. For plan details, refer to your Certificate of Insurance.

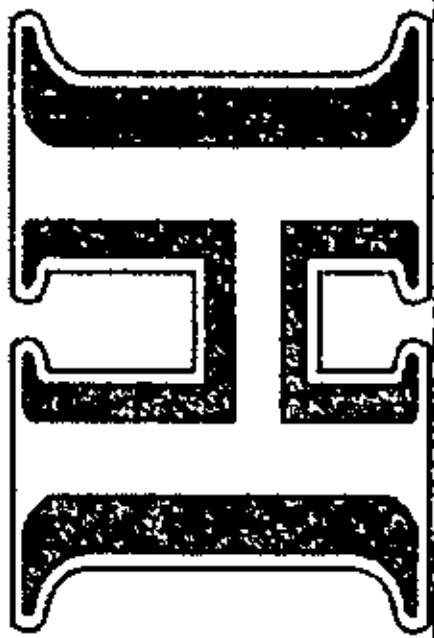
Critical Illness Coverage

Benefit Levels	Colonial Group	Percentage of Face Amount Purchased for the Covered Person	Percentage of Face Amount of Category
\$5,000 - \$50,000 Employee 50% of EE for Spouse 25% of EE for Child(ren)			
Covered Conditions	Category 1	Category 2	Category 3
Heart Attack (Myocardial Infarction)	100%		
Transplant as the Result of Heart Failure	100%		
Stroke	100%		
Bypass Surgery as the Result of Coronary Artery Disease	25%		
		Transplant as the Result of a Major Organ Failure other than Heart	100%
		End Stage Renal Failure	100%
		Blindness	100%
		Permanent Paralysis	100%
		Cancer	100%
		Carcinoma In Situ	25%
Wellness Benefit	\$50 per year per covered person		
Optional Benefits	Recurrence Benefit		
Individual/Group	Group		
Participation Requirement	20 Insured Simplified Issue		
Guaranteed Issue	YES, with 200 participants		
Portable	Convertible to Individual Plan		

Recurring with Cancer \$10,000	Recurring w/o Cancer \$10,000
Age Non-Tobacco Tobacco	Age Non-Tobacco Tobacco
17-29 \$7.20 \$10.20	17-29 \$4.50 \$5.80
30-39 \$11.90 \$19.40	30-39 \$7.40 \$11.40
40-49 \$21.30 \$38.40	40-49 \$12.60 \$20.80
50-59 \$38.20 \$70.90	50-59 \$21.40 \$37.90
60-69 \$58.10 \$99.60	60-69 \$31.40 \$54.30
70-74 \$86.20 \$119.10	70-74 \$49.00 \$70.00

Recurring with Cancer \$25,000	Recurring w/o Cancer \$25,000
Age Non-Tobacco Tobacco	Age Non-Tobacco Tobacco
17-29 \$15.00 \$22.50	17-29 \$8.25 \$11.50
30-39 \$26.75 \$45.50	30-39 \$15.50 \$25.50
40-49 \$50.25 \$93.00	40-49 \$28.50 \$49.00
50-59 \$92.50 \$174.25	50-59 \$50.50 \$91.75
60-69 \$142.25 \$246.00	60-69 \$75.50 \$132.75
70-74 \$212.50 \$294.75	70-74 \$119.50 \$172.00

Recurring with Cancer \$50,000	Recurring w/o Cancer \$50,000
Age Non-Tobacco Tobacco	Age Non-Tobacco Tobacco
17-29 \$28.00 \$43.00	17-29 \$14.50 \$21.00
30-39 \$51.50 \$89.00	30-39 \$29.00 \$49.00
40-49 \$98.50 \$184.00	40-49 \$55.00 \$96.00
50-59 \$183.00 \$346.50	50-59 \$99.00 \$181.50
60-69 \$282.50 \$490.00	60-69 \$149.00 \$263.50
70-74 \$423.00 \$587.50	70-74 \$237.00 \$342.00



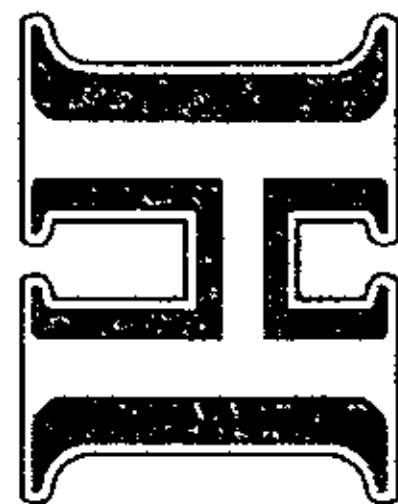
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Accident Coverage

MONTHLY RATES	COLONIAL Plan 1 On & Off-Job Coverage	COLONIAL Plan 2 Off-Job Only Coverage
Employee	\$18.00	\$15.00
Employee / Spouse	\$24.00	\$21.00
Employee / Child	\$30.00	\$27.00
Employee / Family	\$36.00	\$33.00

BENEFITS		
Ambulance	\$100 ground/ \$500 air	\$100 ground/ \$500 air
Blood/Plasma/Platelets	\$300	\$300
Catastrophic Accident	\$100,000	\$100,000
Dislocations	Up to \$4,000	Up to \$4,000
Doctor's Office Visit	\$50	\$50
Emergency Room Visit	\$150	\$150
Fractures	Up to \$5,000	Up to \$5,000
Hospital Admission	\$750	\$750
Hospital Confinement	\$200 per day	\$200 per day
Hospital Intensive Care	\$400 per day	\$400 per day
Surgery	Up to \$1,000	Up to \$1,000

*The information listed is for comparison purposes only. For a complete list of plan benefits please refer to the product brochure.



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Cafeteria Plan/ Section 125



City of Fayetteville

Cafeteria Plan Administrator	
PERIODIC FEES:	
Full Flex Document Set up Fee	\$500
Monthly Admin Fee/Per Flex Participant	\$3.00*
INITIAL SETUP FEE INCLUDES:	
	Preparation of Documents
	Electronic Enrollment Imports
	Provide Administrator's Guide
	Provide Employee communication pieces
	Send participant election confirmation letters
	Perform Discrimination Testing
	Process and Maintain Change of Status elections
	Provide updates on legislative and regulatory changes
MONTHLY FEES INCLUDES:	
	24 Hour reimbursement Schedule
	Contribution reporting by payroll
	Reimbursement by check direct deposit or debit card (add fees apply)
	24 hour account access by website
	Toll free customer service with dedicated account representatives
ADDITIONAL FEES:	
	Plan renewal fee \$250 per year
	Benefit debit card \$3 set up fee for single card, \$5 set up fee for 2 card family pack, \$2 monthly fee per participant**

This is for discussion and demonstration purposes only. Refer to your SPD or contract for detailed explanation.

*Minimum Monthly fee \$350

**Other charges and fees may apply as stated in card holder credit disclosure. Bank fees are subject to change.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C. 2
ANX 06-2183 Lierly Lane Subdivision
Page 1 of 32

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

ANX 06-2183 (Lierly Lane Subdivision, 244): Submitted by Blind Squirrel, LLC for a part of Lierly Lane Subdivision located south of Lierly Lane. The property is in the Planning Area and contains approximately 20 acres. The request is to annex the subject property into the City of Fayetteville.

\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

8/18/06
Date

Previous Ordinance or Resolution #

Original Contract Date:


City Attorney

8-18-06

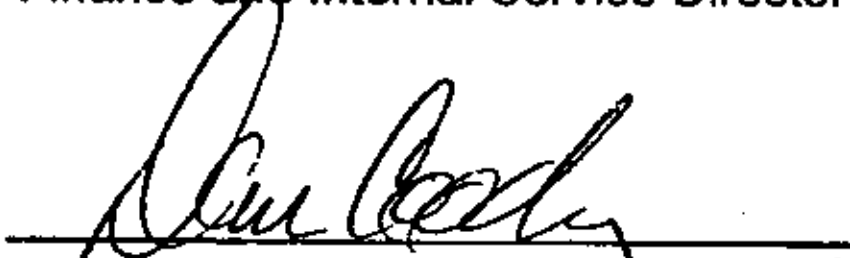
Original Contract Number:

Paul A. Bahr
Finance and Internal Service Director

8-21-06
Date

Received in City Clerk's Office

ENTERED
8/18/06


Mayor

8/21/06
Date

Received in Mayor's Office

ENTERED
8/18/06

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: August 17, 2006

Subject: Annexation for Lierly Lane Subdivision (ANX 06-2183)

RECOMMENDATION

The Planning Commission recommended approval of the subject annexation request for approximately 20 acres of property located south of Lierly Lane north of Clabber Creek Subdivision Phases 3-5.

BACKGROUND

On July 11, 2005, the Planning Commission approved the development of Lierly Lane Subdivision. The preliminary plat was approved with lots to be served by a decentralized septic system within a 3.36 acre lot. While the developer was underway with construction, final approvals were obtained for the decentralized septic system. However, a letter was issued by the State Health Department encouraging a connection to sanitary sewer. This correspondence prompted the developer to again request the Water and Sewer Committee and City Council to consider granting approval for sewer connection.

On April 18, 2006, the City Council passed a resolution (#76-06) to allow the extension of sewer service outside of the city's corporate limits to the overall 23-acre parcel, subject to a detailed contract (see attached). The applicant offered to submit a Petition of Annexation to Washington County within five days of the City Council meeting if the resolution was passed. The applicant has fulfilled this requirement of the Resolution and, therefore, requests approval of annexation and rezoning. The minutes of the City Council meeting make clear that no informal approval of annexation or rezoning was being made by approving the resolution; these requests will be judged on their own merit regardless of the extension of sanitary sewer, which will occur whether the property is or is not annexed. Additionally, the Resolution requires that the applicant pay all park fees and impact fees, including future impact fees if in existence when development occurs.

DISCUSSION

This item was heard at the regular Planning Commission on August 14, 2006. The Planning Commission voted 8-1-0 to recommend approval of this annexation request to the City Council, with Commissioner Myres voting no.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THAT
PROPERTY DESCRIBED IN ANNEXATION
PETITION ANX 06-2183 (CC2006-16), FOR A
PART OF LIERLY LANE SUBDIVISION,
LOCATED SOUTH OF LIERLY LANE,
CONTAINING APPROXIMATELY 20 ACRES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit "A" and map labeled Exhibit "B" attached hereto and made a part hereof.

Section 2: That the official map of the City of Fayetteville, Arkansas, is hereby amended to reflect the change provided in Section 1 above.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to assign the zoning designation of R-A, Residential Agricultural to the subject property.

Section 4: That the above-described property is hereby assigned to Ward No. Four.

PASSED and APPROVED this ____ day of ____, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
ANX 06-2183

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

LESS AND EXCEPT

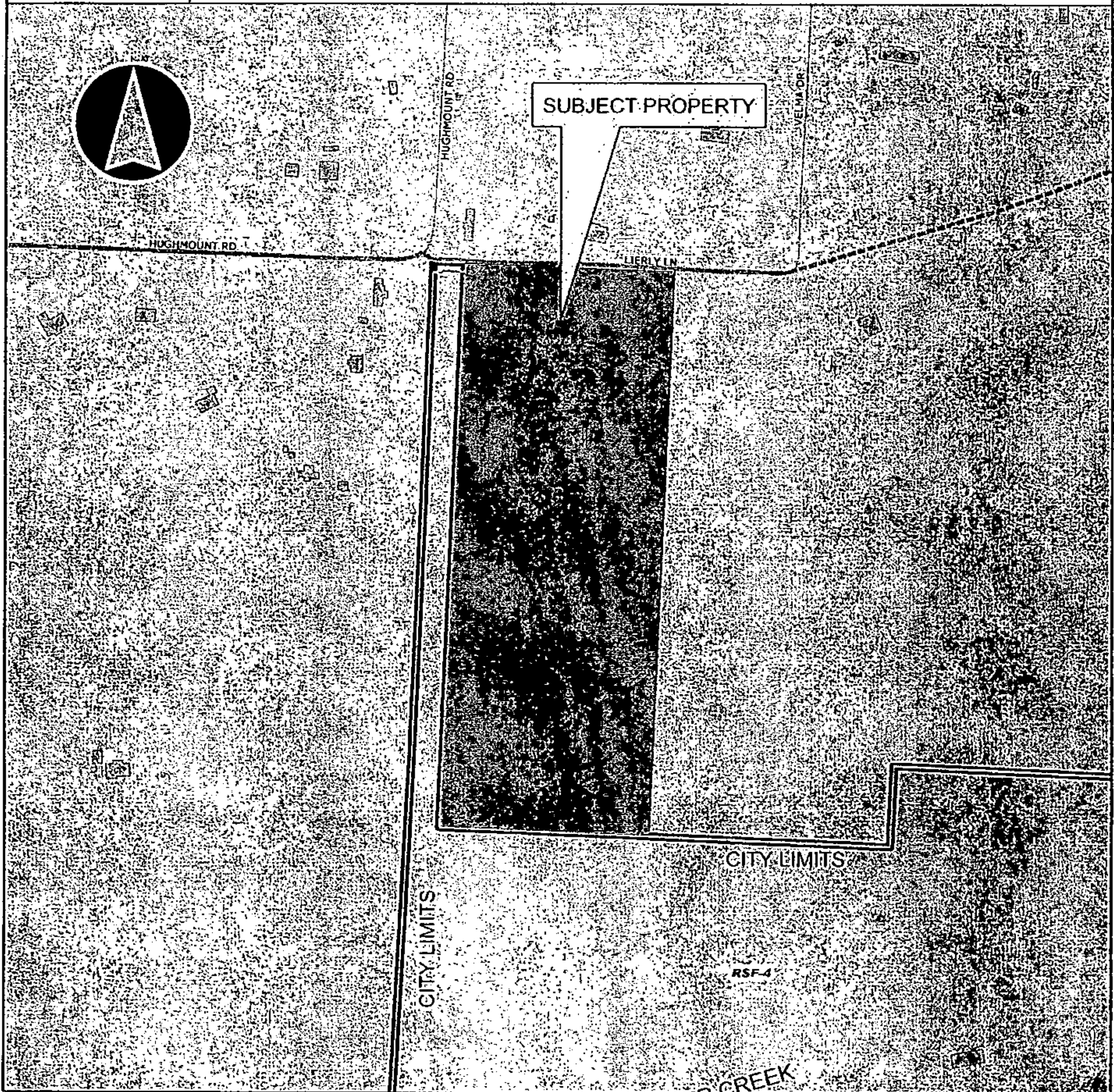
A PART OF LOT 3 OF TRACT "B" AS SHOWN ON A LOT SPLIT RECORDED AS DOCUMENT NUMBER 2003-17759, BEING PART OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THENCE S02°22'20" W, 31.51 FEET TO A FOUND IRON PIN AT THE NW CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING; THENCE S87°33'23" E, 85.02 FEET TO A FOUND IRON PIN; THENCE S02°19'55" W, 1285.02 FEET TO A FOUND IRON PIN; THENCE S03°09'15" W, 220.89 FEET TO A FOUND IRON PIN; THENCE N87°36'49" W, 85.71 FEET TO A FOUND IRON PIN; THENCE N03°05'59" E, 220.99 FEET TO A FOUND STONE; THENCE N02°22'20" E, 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

ANX06-2183

Close Up View

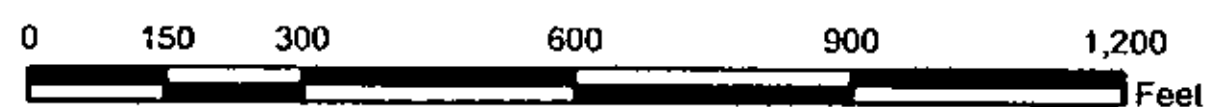
EXHIBIT "B" LIERLY LANE SUBDIVISION



Overview

Legend

- ooooo Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- ANX06-2183
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District





PC Meeting of August 14, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: August 9, 2006

ANX 06-2183: (LIERLY LANE S/D, 244): Submitted by BLIND SQUIRREL, LLC for property LIERLY LANE SUBDIVISION, south of Lierly Lane. The property is in the Planning Area and contains approximately 20 acres. The request is to annex the subject property into the City of Fayetteville.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested annexation of the 20-acre tract into the City of Fayetteville.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date: <u>August 14, 2006</u>	Motion: <u>Lack</u>	Second: <u>Graves</u>	Vote: <u>8-10</u> <u>No: Myres</u>
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date: <u>September 05, 2006 (1st reading if recommended)</u>			

BACKGROUND:

Property description: The subject property is located within the city's Planning Area on Lierly Lane, north of Clabber Creek Subdivision Phases 3-5. Approximately 85' along the west property line is within the City of Fayetteville, though the rest is in the Planning Area. Access and existing frontage is onto Lierly Lane, currently an unimproved street that connects to Hughmount Road.

History: On July 11, 2005, the Planning Commission approved the development of 57 buildable lots. The latest plans reviewed by the City Council represent 59 buildable lots. The addition of lots require Planning Commission approval prior to the approval of the final plat. Of the 59 proposed lots, the applicant intends to develop 43 lots with single family homes and 16 lots with duplexes.

The preliminary plat was approved with lots to be served by a decentralized septic system within a 3.36 acre lot. Engineering staff had recommended the extension of sewer to serve this property through City Council resolution or annexation during the review of the preliminary plat. At the

meeting of the Subdivision Committee, the City Engineer placed a condition of approval on the project that the subdivision, though in the Planning Area, had reasonable access to a public sanitary sewer system by way of future extensions within Clabber Creek subdivision and would thus need to connect, with City Council approval. The item was taken before the Water and Sewer Committee for discussion; based on the comments and recommendations at that initial meeting, which resulted in the denial of the request, that condition of approval was removed from the project.

While the developer was underway with construction, final approvals were obtained for the decentralized septic system. However, a letter was issued by the State Health Department encouraging a connection to sanitary sewer. This correspondence prompted the developer to again request the Water and Sewer Committee and City Council to consider granting approval for sewer connection.

On April 18, 2006, the City Council passed a resolution (#76-06) to allow the extension of sewer service outside of the city's corporate limits to the overall 23-acre parcel, subject to a detailed contract (see attached). The applicant offered to submit a Petition of Annexation to Washington County within five days of the City Council meeting if the resolution was passed. The applicant has done this and, therefore, requests approval of annexation and rezoning. The minutes of the City Council meeting make clear that no informal approval of annexation or rezoning was being made by approving the resolution; these requests will be judged on their own merit regardless of the extension of sanitary sewer, which will occur whether the property is or is not annexed. Additionally, the Resolution requires that the applicant pay all park fees and impact fees, including future impact fees if in existence when development occurs.

Recommendation: Staff recommends approval of the requested annexation, finding that the incorporation of this property will create an acceptable city boundary and be compatible with the adjacent development. The inclusion of this property and subsequent development as proposed will create a connected residential neighborhood containing a mixture of housing types, sizes and densities within the same area. Through traffic will be minimized while connections between neighborhoods will occur.

Surrounding Land Use and Zoning: All surrounding properties are within the Planning Area and consist of large single family properties to the north, west, and east, with an exception to the south, which is within the City of Fayetteville municipal limits. Clabber Creek Phases 3-5 is an approved subdivision to the south, with which this subdivision is coordinating a street connection.

INFRASTRUCTURE:

Streets: The site has access to Lierly Lane. Lierly Lane is being improved along the property frontage including the intersection with Hughmont Road.

Adjacent Streets:

North: Lierly Lane (Collector Street)

Water: Public water has been extended through the site for this development.

Sewer: Sanitary sewer has been extended through the site for this development.

Drainage: Standard improvements and requirements for drainage were required for the development.

Fire: These 20 acres are covered by Engine 7 located at 835 N Ruppel. The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes. Fire Department anticipates 21 (12 EMS – 9 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. There are no recorded measured hydrant flows for this area. The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

Police: It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: The Interim City Plan 2025 map identifies this property as **Residential**. This property is not identified on the Sector Map as a Growth sector. Development of this property has been approved through the City's development review process.

FINDINGS:

11.6 ANNEXATION GUIDING POLICIES BOUNDARIES

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

Finding: There is an unusual peninsula of city property adjacent to the west boundary of the 20-acre tract. Annexation of this property would expand the existing peninsula, but not in a manner that would create conflicts with extension of utilities or access for emergency services. Staff finds that the proposed annexation satisfactorily meets the requirements in the annexation guideline policy.

11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: A portion of the proposed annexation area is currently in the city and the southern boundary of the parcel is adjacent to the city limits. The request does

not extend the city limit boundary further north or west than the current limits of the existing "tag" of incorporated area.

- 11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: This area requested to be annexed incorporates an entire subdivision that, through street connectivity, accesses Clabber Creek Subdivisions, creating a more connected neighborhood with both adjacent subdivisions being within the city limits.

- 11.6.d Boundaries for annexed areas should follow natural corridors.

Finding: The proposed boundaries follow existing property lines.

- 11.6.e Timing of services within annexation areas should be considered.

Finding: Current conditions result in a response time of 7.5 minutes for fire protection from Fire Station #7. However, once all road work is complete, the response time will be reduced to 5.5 minutes. Extension of water and sewer lines shall occur at the time of development.

ENVIRONMENTALLY SENSITIVE AREAS

- 11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: Though the property was developed in accordance to city street standards, it was not done under the regulations of the city's Tree Preservation Ordinance or Park Land requirements. The developer has agreed to pay money in lieu of park land, but there will not be a comprehensive Tree Preservation Plan for this development as much of it has already occurred. This property is not located in any FEMA identified floodway/floodplain and is not affected by wetlands.

EMERGENCY AND PUBLIC SERVICES

- 11.6.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: The police department reports that this annexation and rezoning will not substantially alter the population density and thereby undesirably increase the load on police services or create an appreciable increase in traffic danger and congestion in the area.

- 11.6.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: Fire and police service shall be provided to this area with the same level of response and service as other developments in this area.

11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Finding: These factors were taken into consideration in the responses and recommendations included in this report.

INFRASTRUCTURE AND UTILITIES

11.6.j Areas currently served by utilities and other public services should be annexed.

Finding: The applicant has been granted approval to extend public services to this area, regardless of annexation approval.

Water, fire and police protection are currently provided south of this property and in the general area. The property is adjacent to city limits to which other public service providers already respond.

11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: The property to be annexed is undergoing new development. The utilities installed within the development will meet the needs of the 43 single family and 16 duplex lots.

11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: The proposed annexation is not part of a phased annexation initiated by the City.

INTERGOVERNMENTAL RELATIONS

11.6.m Promote long-range planning with adjacent jurisdictions.

Finding: N/A

11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Finding: N/A

ADMINISTRATION OF ANNEXATIONS

11.6.o Designate zoning districts for the property during the annexation process.

Finding: Annexations are automatically zoned R-A, Residential Agricultural. The property owners are requesting a rezoning of RSF-4, similar to the subdivisions south of the property. The City Council accepted as part of the resolution to extend sewer an agreement stipulating that if the property is rezoned, de facto conditional uses allowing each of the duplex lots will be recognized upon the condition that the lots will be modified to meet the bulk and area regulations for two-family lots within the RSF-4 zoning district.

11.6.p An annexation study should be completed on all annexation proposals.

Finding: Planning staff has asked the Engineering Division, Fire Department and Police Department to study this annexation request to determine if facilities and services are available to serve this property.

11.6.q Development proposals require a separate review from the annexation proposals.

Finding: Development approval has been granted for the overall 23-acre tract, of which approximately 3 acres are within the city limits.

11.6.r Residents should be fully informed of annexation activities.

Finding: Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.

11.6.w Encourage larger annexations to create acceptable boundaries.

Finding: This annexation consists of only one property/development.

11.6.t Conduct a fiscal impact assessments on large annexations.

Finding: No fiscal impact assessment was conducted for this annexation of 20 acres.

From Fayetteville General Plan 2020 – 2002 Revision

11.6 Annexation Guiding Policies

Boundaries

- 11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
- 11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.
- 11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
- 11.6.d Boundaries for annexed areas should follow natural corridors.
- 11.6.e Timing of services within annexation areas should be considered.

Environmentally Sensitive Areas

- 11.6.f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

- 11.6.g Public services must be able to be provided efficiently in newly annexed areas.
- 11.6.h Annexed areas should receive the same level of service of areas already in the city limits.
- 11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

- 11.6.j Areas currently served by utilities and other public services should be annexed.
- 11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
- 11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

- 11.6.m Promote long-range planning with adjacent jurisdictions.
- 11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

- 11.6.o Designate zoning districts for the property during the annexation process.
- 11.6.p An annexation study should be completed on all annexation proposals.
- 11.6.q Development proposals require a separate review from the annexation proposals.
- 11.6.r Residents should be fully informed of annexation activities.
- 11.6.w Encourage larger annexations to create acceptable boundaries.
- 11.6.t Conduct a fiscal impact assessments on large annexations.



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: August 9, 2006
Re: August 7, 2006 Zoning Review - Fire Department Comments

ANX06-2183 (Lierly Lane S/D)
RZN06-2184

These 22.92 acres are covered by Engine 7 located at 835 N Ruppel.
The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads that are being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes.

Fire Department anticipates 21 (12 EMS - 9 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.

There are no recorded measured hydrant flows for this area.

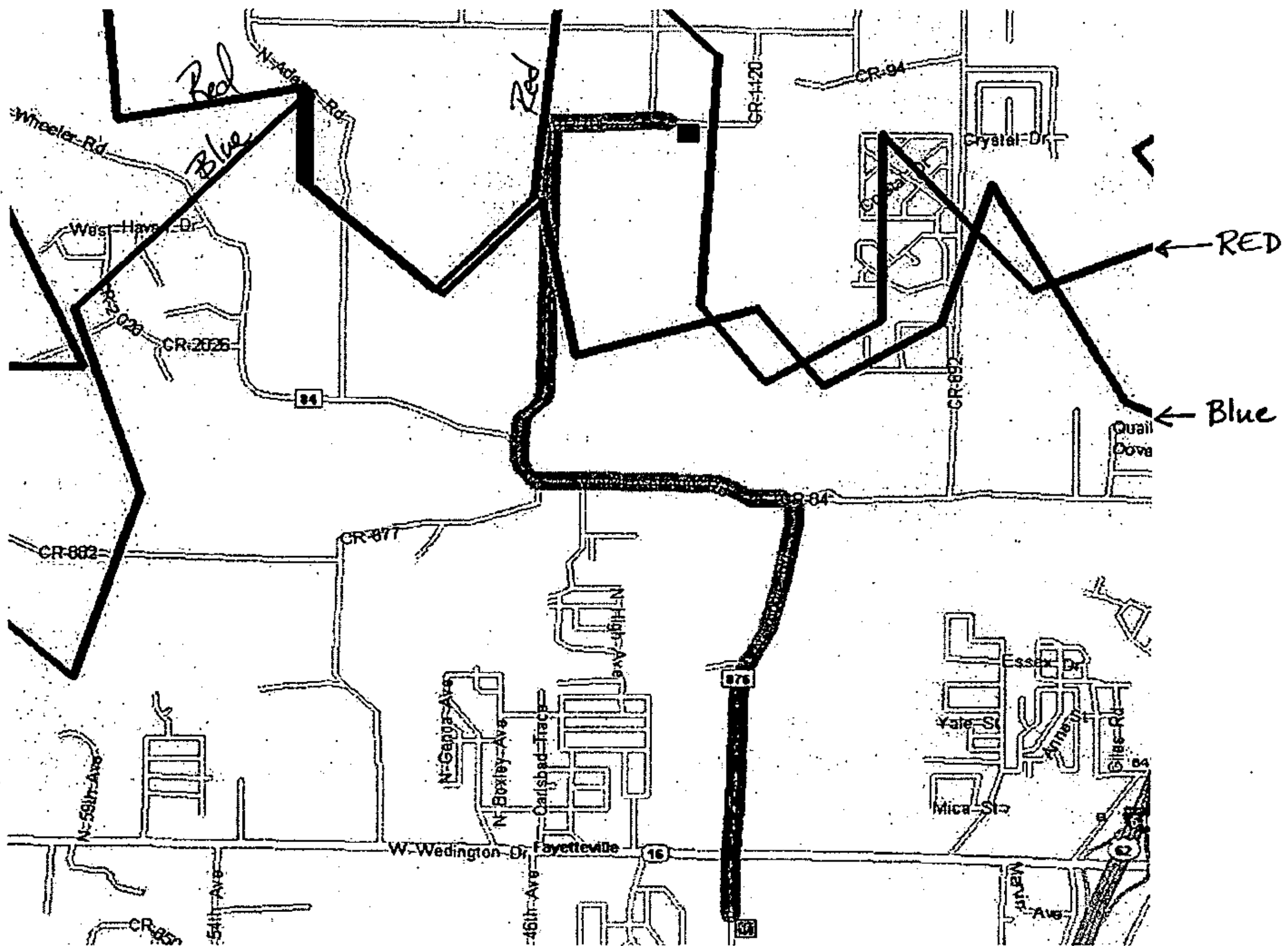
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.

There should be no adverse effects on our call volume or response time to this development.

Please feel free to contact me if you have any questions

Dale Riggins
IT/Planning

August 9, 2006



Red Line - 8 Minute Response
Blue Line - 7 Minute Response

August 7, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **ANX 00-2183** and **RZN 06-2184 (LIERLY LANE S/D, 244)**: Submitted by **Clint McDonald Blind Squirrel, LLC** for property located at Lierly Lane Subdivision, Lierly at Hughmount. The property contains approximately 22.92 acres and is zoned RA, and is in the growth area. The request is to annex the property into the City of Fayetteville and rezone the subject property to RSF-4.

It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department

C. 2
ANX 06-2483 Lane Subdivision
Page 16 of 32
FILED
2006 MAY 18 AM 8:06
APEN COMPTON HAD
CO. & PROJECT CLERK
WASHINGTON CO. ARK.

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS

Case No. CC-2006-16

BLIND SQUIRREL, LLC

PETITIONER

PETITION FOR ANNEXATION

Comes now the Petitioner and for its Petition for Annexation it alleges and states that:

1. Petitioner is the owner of record of a certain tract of real property contiguous to and adjoining the City of Fayetteville, Washington County, Arkansas, and being more particularly described as follows:

PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW ¼ OF THE NE ¼; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

2. The property is located in Washington County, Arkansas, and this Court has jurisdiction to hear this Petition pursuant to Ark. Code Ann. § 14-40-601.

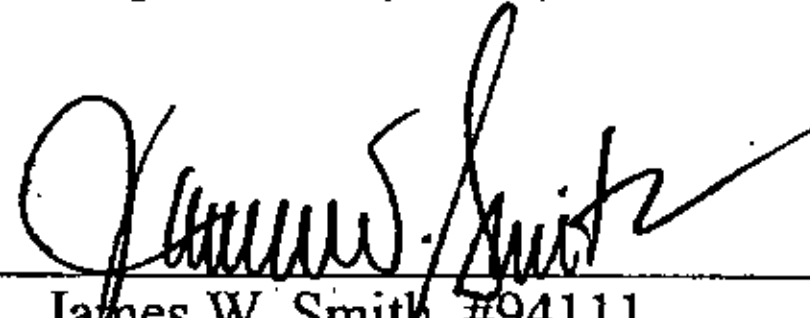
3. The Petitioner desires to annex the property described in paragraph 1 into the City of Fayetteville, Washington County, Arkansas.

4. A true and correct copy of a map of the property showing that it is adjacent to the City limits of the City of Fayetteville is attached hereto as Exhibit A.

5. Petitioner states that James W. Smith is authorized to act for and on behalf of the Petitioner in all matters connected with this Petition and any subsequent hearings or annexation proceedings connected therewith.

WHEREFORE, Petitioner prays that this Court set a date for hearing this Petition not less than 30 days after the date of filing and that at such hearing this Court enter its order granting the Petition and annexing the property described in paragraph 1 into the City of Fayetteville, Washington County, Arkansas.

BLIND SQUIRREL, LLC, Petitioner

By: 

James W. Smith, #94111
FRIDAY, ELDREDGE & CLARK, LLP
3425 N. Futrall Dr., Suite 103
Fayetteville, AR 72703
(479) 695-2011

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF:
ANNEXATION OF CERTAIN LANDS TO THE
CITY OF FAYETTEVILLE, ARKANSAS

BLIND SQUIRREL, LLC

FILED
2006 JUN 27 PM 2:45
KARLEN COMBS PRITCHARD
Case No. CC 2006-16
CLERK
WASHINGTON CO. ARK.

PETITIONER

ORDER OF ANNEXATION

Now on this 26th day of June, 2006, this cause comes on to be heard, the Petitioner announcing ready for a hearing of the cause and there being no protests or objections filed, whereupon, the matter is submitted to the Court upon the petition filed herein, and the oral and documentary evidence adduced, the Court being well and sufficiently advised finds:

1. The Petition in this cause was filed on May 19, 2006, at which time this Court fixed June 26, 2006 at 10:30 a.m., as the date and time of hearing for said cause, and that a full thirty (30) days notice of hearing was given as required by state law and the proof of publication of said notice is now on file with the Clerk of this Court and the court has jurisdiction of this cause.

2. The court is satisfied that the allegations of the petition are sustained by the proof; that the limits of the territory to be annexed have been properly filed; that a majority of the property owners having a freehold interest in the property hereinafter described joined in the petition and constitute of the real owners of the area affected.

3. The land proposed to be annexed to the City of Fayetteville, Washington County, Arkansas, in this cause is described as follows:

PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND PART
OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31,
TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON

Doc ID: 010133580003 Type: REL
Recorded: 07/05/2006 at 11:43:32 AM
Fee Amt: \$14.00 Page 1 of 3
Washington County, AR
Bette Stamps Circuit Clerk
File 2006-00027125

COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

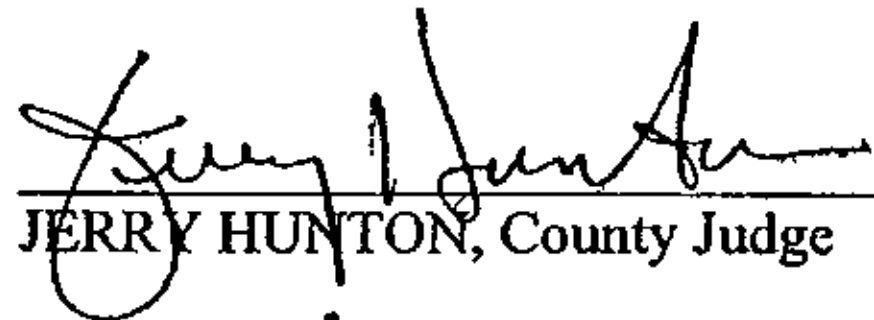
LESS AND EXCEPT:

A PART OF LOT 3 OF TRACT "B" AS SHOWN ON A LOT SPLIT RECORDED AS DOCUMENT NUMBER 2003-17759, BEING PART OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE CORNER OF SAID SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, THENCE S02°22'20" W, 31.51 FEET TO A FOUND IRON PIN AT THE NW CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING; THENCE S87°33'23" E, 85.02 FEET TO A FOUND IRON PIN; THENCE S02°19'55" W, 1285.02 FEET TO A FOUND IRON PIN; THENCE S03°09'15" W, 220.89 FEET TO A FOUND IRON PIN; THENCE N87°36'49" W, 85.71 FEET TO A FOUND IRON PIN; THENCE N03°05'59" E, 220.99 FEET TO A FOUND STONE; THENCE N02°22'20" E, 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

4. The area is not unusually large and it is contiguous and adjacent to and adjoins the present corporate limits of the City of Fayetteville, and it is peculiarly adapted for urban purposes and this territory should be annexed to and made part of the City of Fayetteville, Arkansas.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the aforesaid real estate situated in Washington County, Arkansas, is hereby annexed to and made a part of the City of Fayetteville, Arkansas, in accordance with Ark. Code Ann. § 14-40-601 et seq. and this Order shall be duly recorded by the Clerk of Washington County.


JERRY HUNTON, County Judge

RESOLUTION NO. 76-06

**A RESOLUTION TO ALLOW EXTENSION OF SEWER SERVICE
OUTSIDE THE CITY'S CORPORATE LIMITS ON A 23 ACRE
PARCEL ON LIERLY LANE ADJACENT TO THE CITY LIMITS**

WHEREAS, § 51.113 (c) Sewer connections outside the city states that "the city's sewerage system shall not be extended outside the city's corporate limits except on express approval of the City Council"; and

WHEREAS, applicant Blind Squirrel, LLC has requested that the City Council grant its express approval to allow extension of City Sewer mains at the applicant's expense to access its 23 acre parcel south of Lierly Lane and adjacent to the City's corporate limits the legal description to such property being attached hereto as Exhibit A (the "Property"); and

WHEREAS, applicant has agreed that as a condition of granting this extension of sewer service, the 23 acre parcel will be developed in accordance with the terms and condition of that certain Annexation Agreement for Sewer on Lierly Lane for the City of Fayetteville, Arkansas, a copy which is attached hereto as Exhibit B (the "Contract"); and

WHEREAS, the City's sewer service to the Property shall be allowed regardless of whether annexation of the Property into the City is approved or denied by the City Council; and

WHEREAS, the applicant has agreed to petition for annexation into the City of Fayetteville in the manner described in the Contract; and

WHEREAS, the applicant agrees that any impact fees (now including water, sewer, fire, police, and parks land) including future enacted impact fees if in existence when development occurs shall be paid as if the parcel was within the city limits, and other fees will be paid at the time of final plat approval. The parks fee shall be set at the preliminary plat rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a resolution to allow extension of sewer service outside the City's corporate limits on a 23-acre parcel owned by the applicant Blind Squirrel, LLC south of Lierly Lane, adjacent to the City's corporate limits the legal description to such property being attached hereto as Exhibit A (the

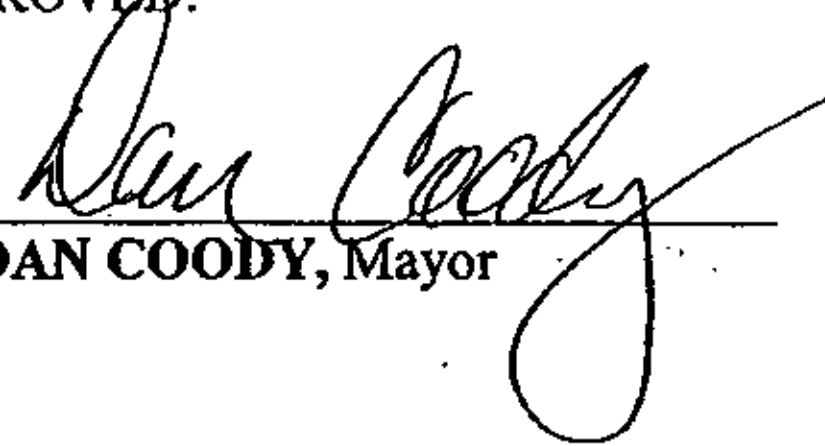


"Property"), conditional upon the applicant or any successor in interest fully complying with and completing all offered conditions as shown in the Whereas clauses of this Resolution.

PASSED and APPROVED this 18th day of April, 2006.

APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:


SONDRA SMITH, City Clerk



EXHIBIT "A"**SURVEY DESCRIPTION OF PROPOSED LIERLY LANE SUBDIVISION:**

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW1/4 OF THE NE1/4; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

EXHIBIT "B"**ANNEXATION AGREEMENT FOR SEWER ON
LIERLY LANE FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

For the purpose of attempting to obtain approval of a request for a Variance to the City of Fayetteville City Sewer Ordinance (the "Ordinance"), Blind Squirrel, LLC, an Arkansas limited liability company (the "Petitioner") being the current owner and developer of that certain real property and improvements thereon located in Washington County, Arkansas and more particularly described on Exhibit A attached hereto (the "Property"), hereby voluntarily enters into, executes and delivers to the City of Fayetteville, Arkansas ("Fayetteville") this Annexation Agreement for Sewer on Lierly Lane for the City of Fayetteville, Arkansas (the "Agreement") for the purpose of being legally bound hereto in accordance with its terms and conditions.

In exchange for Fayetteville irrevocably granting and conveying to Petitioner, its successors and assigns (collectively, the Owner") a Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto, the Petitioner expressly grants to Fayetteville the right to enforce any and all of the terms of this Agreement in the Circuit Court of Washington County, Arkansas and agrees that if Owner or Owner's successors or assigns violate any term of this Agreement, substantial irreparable damage justifying injunctive relief will have been done to Fayetteville and its citizens. The Petitioner acknowledges that the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Agreement in considering whether to approve Petitioner's request for a Variance to the City Sewer Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto.

Subject to the terms and conditions of this Agreement and specifically provided that no later than April 30, 2006 the Fayetteville City Council approves Petitioner's Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto, Petitioner hereby covenants and assures Fayetteville that the Owner shall be responsible for the following items and the Property shall be restricted in the following manner:

1. All fees and charges will be paid in full as if the subdivision developed within the Property were within Fayetteville, Arkansas. With respect to each separate lot within the subdivision located within the Property all of such fees and charges will be paid in accordance with the following current fee schedules:

Impact Fees	As water meters are set
Fire & Police Fees	At issuance of Certificate of Occupancy
Parks Fees	At Time of Annexation
Building Permits	As Construction progresses in the regular manner required by Fayetteville.

2. The Property shall be zoned as a modified RSF-4 with de-facto conditional uses allowing 16 duplexes on the lots shown on Exhibit B attached hereto. The development on the Property will consist of 16 duplexes and 43 single-family units. Lot Lines will be adjusted from the current plan to meet City minimums.

3. Owner will file for annexation within five days of the passage of the resolution.

4. Immediately upon passage of the resolution approving this Agreement and the Fayetteville City Council approving Petitioner's Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto, and Owner completing its site work on the Property, Owner shall have all rights and privileges to, and shall be fully authorized to, commence any and all building and residential construction within the subdivision on the Property. All such construction will be to the regular and customary standards of Fayetteville and shall be subject to fair and customary inspection if such is determined, in good faith by Fayetteville, to be necessary and appropriate.

5. Notwithstanding anything contained in this Agreement to the contrary, the issuance and approval of the final plat of the development of the Property shall not be adversely affected, in any manner by, or withheld, delayed or conditioned in any manner whatsoever, as a result of the annexation of the Property into Fayetteville.

6. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Agreement shall be filed for record in the Washington County Circuit Clerk's office after Petitioner's Variance is approved and effective in the manner described in this Agreement and, provided such approval and effectiveness is obtained, shall be noted on any Final Plat or Large Scale Development which includes some or all of the Property.

7. This Agreement, and all of its terms and conditions, shall terminate automatically and without any act or deed, if prior to May 1, 2006, the Fayetteville City Council does not approve Petitioner's Variance to the Ordinance in such order as permits and provides that the Property shall be consistently tied on to, connected to and have the irrevocable right to use, the Fayetteville sewer system and related services thereto.

[Remainder of Page Intentionally Blank; Signatures on Following Page]

In Witness Whereof and in agreement with all the terms and conditions stated in this Agreement, Blind Squirrel, LLC, as the owner and developer of the Property voluntarily offer all such assurances and signs its name below.

BLIND SQUIRREL, LLC

By: [Signature]

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

And now on this the 30th day of March, 2006, appeared before me, Robert N. Schmitt and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the Annexation Agreement for Sewer on Lierly Lane for the City of Fayetteville, Arkansas and signed hi/her name above.

[Signature]
Notary Public

My Commission Expires:

7-17-2008



SURVEY DESCRIPTION OF PROPOSED LIERLY LANE SUBDIVISION:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW1/4 OF THE NE1/4; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.



Arkansas Department of Health and Human Services

Division of Health

Paul K. Halverson, DrPH, Director

Engineering Section – Environmental Health Branch – Center for Local Public Health

Postal Address P. O. Box 1437, Slot H-37 Little Rock, AR 72203-1437 1-501-661-2623 TDD: 1-800-234-4399

Physical Address for UPS or FedEx 4815 West Markham St., Slot H-37 Little Rock, AR 72205 Fax: 1-501-661-2032

January 13, 2006

#7460



C. 2
ANX 06-2183 Lierly Lane Subdivision
Page 28 of 32

Mr. David Jurgens, Director of Utilities
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED

JAN 23 2006

ENGINEERING DIV.

RECEIVED

JAN 24 2006

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Re: Lierly Lane Subdivision Sewer Service

Dear Mr. Jurgens:

Project Design Consultants have submitted to us for review, an alternate sewer system in which 59 residential lots of about a quarter acre each would receive water from the Fayetteville Water System.

This subdivision is adjacent to the city limits of Fayetteville and the sewer system proposed is a centralized treatment and secondary drip irrigation system to be located in the same area.

We recommend Project Design Consultants and the City of Fayetteville give due consideration to connecting this proposed development to the City of Fayetteville Sewer System instead of the proposed on site treatment and disposal system.

The general health of the residents of the proposed subdivision and nearby developments would be better protected by sewer collection and transport to the City's remote treatment facilities. The municipal system is likely more efficient and mutually more cost effective than the proposed system.

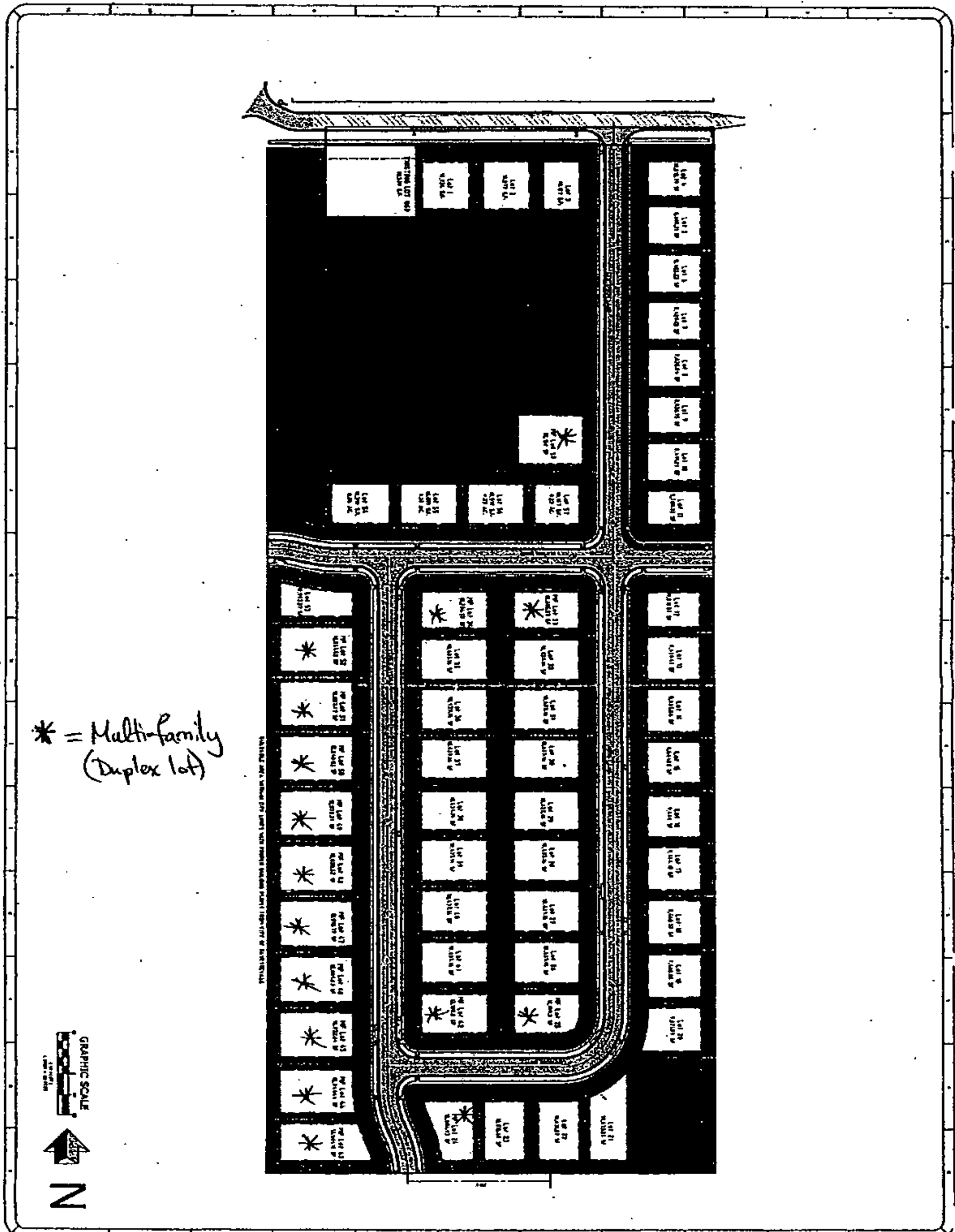
If the City of Fayetteville has the sewage treatment capacity, we would strongly recommend that the Lierly Lane Subdivision be served by the municipal treatment plant. If this is not possible would you please inform us of the circumstances that would prevent this service.

Sincerely,

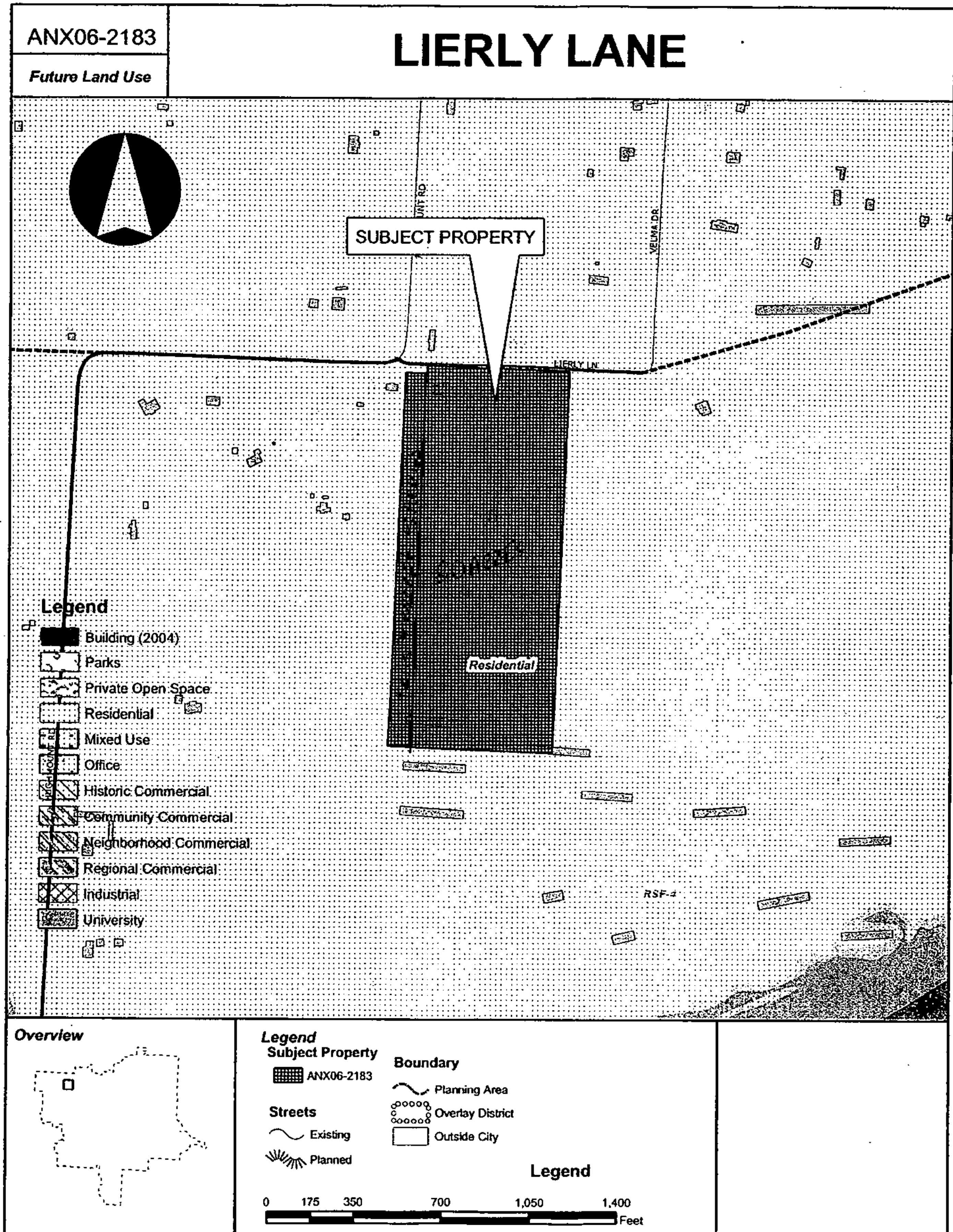
Robert Hart, P.E.
Chief Engineer
Engineering Section, ADHHS

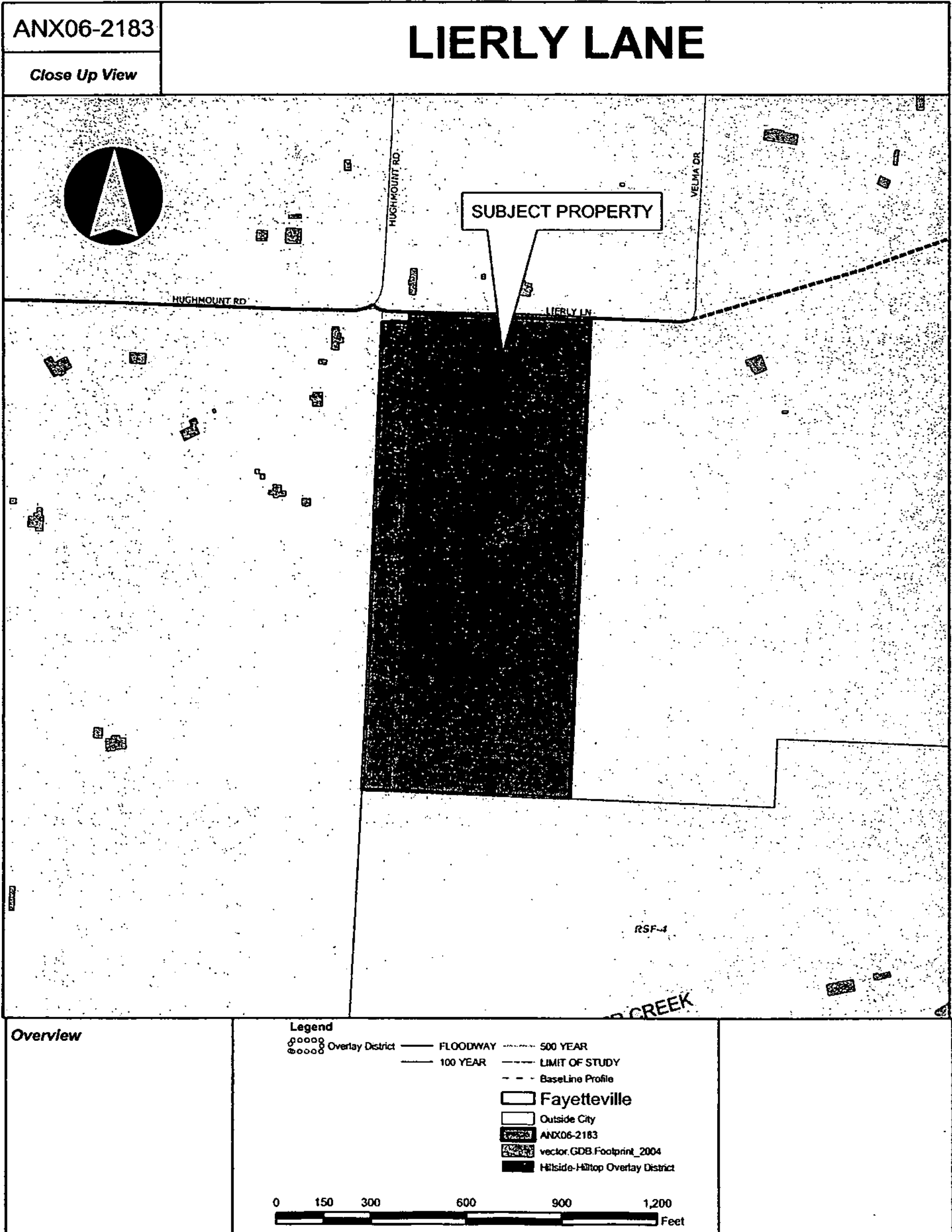
RH: LAJ: CSC: RD: RDA: rda

Cc: Project Design Consultants
Washington County Health Office



PROJECT: LLERLY LANE SUBDIVISION WASHINGTON COUNTY ARKANSAS SHEET: SITE PLAN PLAT PAGE 244 C3.0			
PROJECT NO: 2024-001 DATE: 01/15/2024 DRAWN BY: J. Smith CHECKED BY: D. Smith APPROVED BY: D. Smith PROJECT LOCATION: 120 N. MAIN ST., CAVE SPRING, AR 72718 PHONE: 479-248-1462		PROJECT DESIGN CONSULTANTS, INC. 120 N. MAIN ST. CAVE SPRING, AR 72718 PHONE: 479-248-1462 FAX: 479-248-1462	

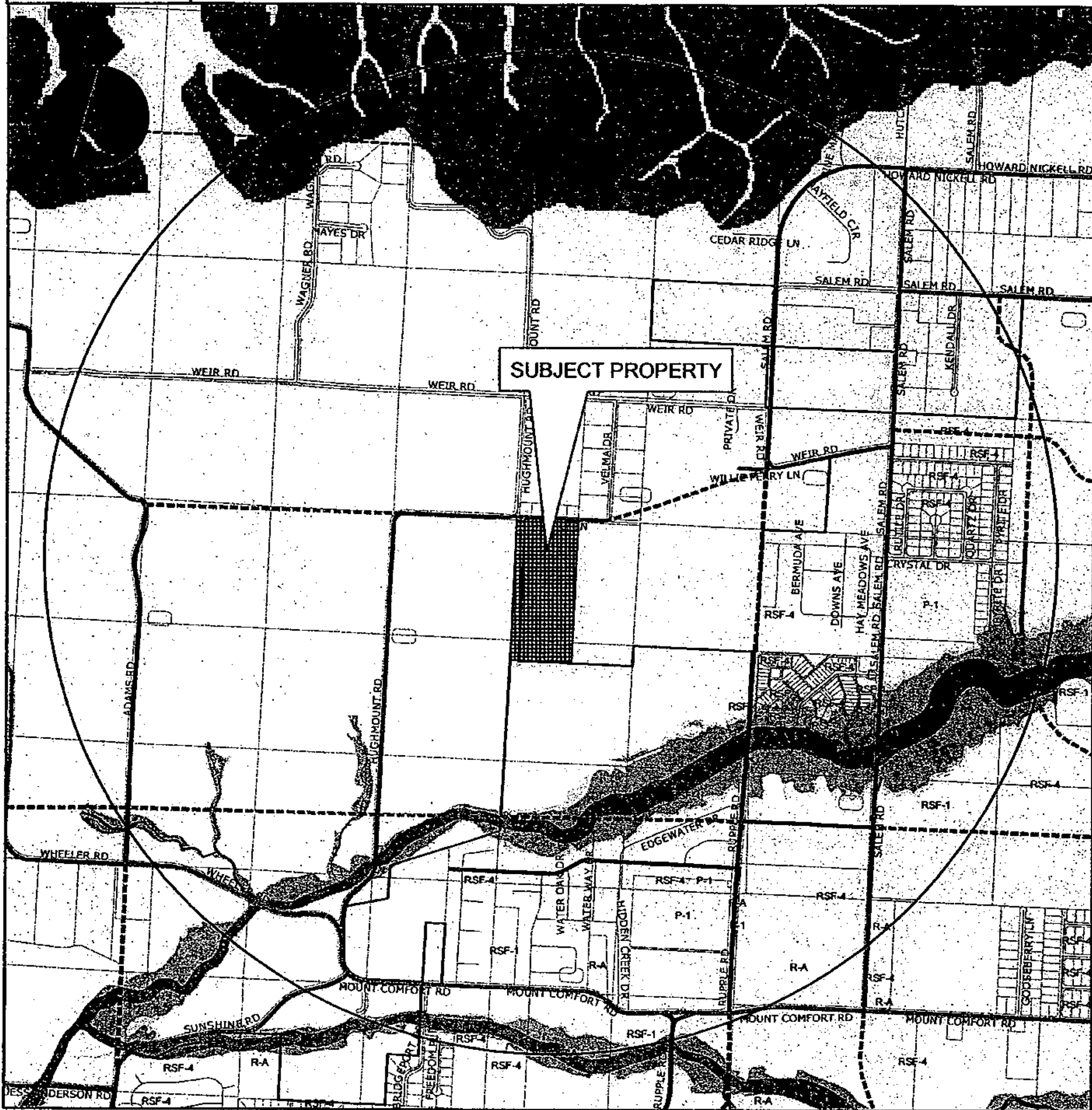




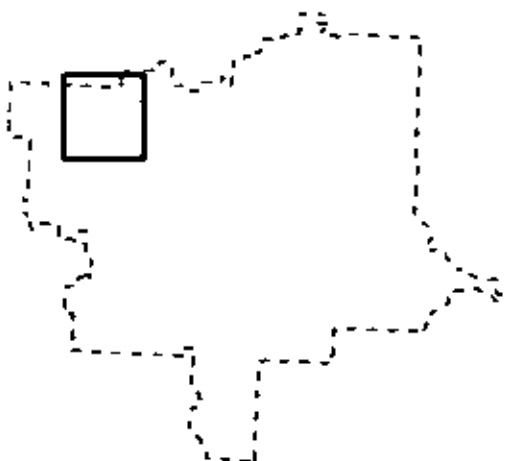
ANX06-2183

One Mile View

LIERLY LANE



Overview



Legend

Subject Property

ANX06-2183

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C. 3
RZN 06-2184 Lierly Lane Subdivision
Page 1 of 16

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2184: (Lierly Lane Subdivision, 244): Submitted by Blind Squirrel, LLC for a part of Lierly Lane Subdivision located south of Lierly Lane. The property is zoned R-A, Residential-Agricultural, and contains approximately 20 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, 4 units per acre.

\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

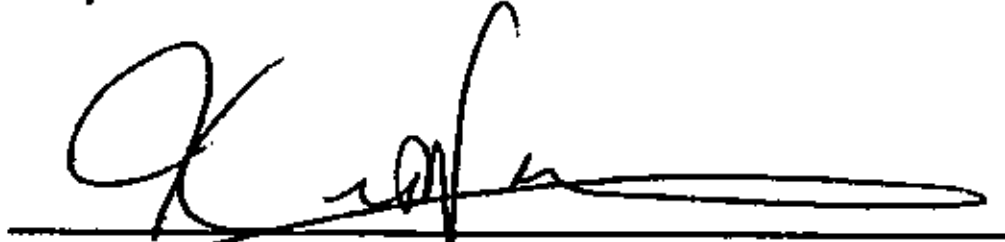
☐


Department Director

8-18-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney

8-18-06
Date

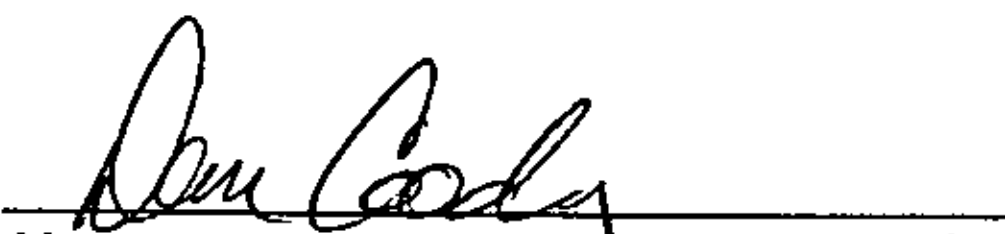
Original Contract Number: n/a

Paul A. Becher
Finance and Internal Service Director

8-21-06
Date

Received in City Clerk's Office

ENTERED
8/18/06
P.H.


Mayor

8/21/06
Date

Received in Mayor's Office

ENTERED
8/18/06
P.H.

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JP*

Date: August 17, 2006

Subject: Rezoning for Lierly Lane Subdivision (RZN 06-2184)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to RSF-4 on approximately 20 acres of property located south of Lierly Lane north of Clabber Creek Subdivision Phases 3-5.

BACKGROUND

On July 11, 2005, the Planning Commission approved the development of 57 buildable lots. The plan reviewed by the City Council on April 18, 2006 represented 59 buildable lots. Of these lots, the applicant intends to develop 43 lots with single family homes and 16 lots with duplexes. The City Council accepted, as part of the resolution to extend sewer, an agreement stipulating that if the property is rezoned, de facto conditional uses allowing each of the duplex lots will be recognized. For each duplex to be conforming structures, a conditional use permit is required to be issued by the Planning Commission. Additionally, the lots will be modified to meet the bulk and area regulations for two-family lots within the RSF-4 zoning district at the time of final plat.

All surrounding properties are within the Planning Area and consist of large single family properties to the north, west, and east, with the exception to the south, which is within the City of Fayetteville municipal limits. Clabber Creek Phases 3-5 is an approved subdivision to the south, with which this subdivision is coordinating a street connection.

DISCUSSION

This item was heard at the regular Planning Commission on August 14, 2006. The Planning Commission voted 8-1-0 to recommend approval of this rezoning request to the City Council, with Commissioner Myers voting no.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT
PROPERTY DESCRIBED IN REZONING
PETITION RZN 06-2184 FOR
APPROXIMATELY 20 ACRES, A PART OF
LIERLY LANE SUBDIVISION LOCATED
SOUTH OF LIERLY LANE FROM R-A,
RESIDENTIAL AGRICULTURAL, TO RSF-4,
RESIDENTIAL SINGLE FAMILY, 4 UNITS PER
ACRE.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the zone classification of the following described property is hereby
changed as follows:

From R-A, Residential Agricultural to RSF-4,
Residential Single Family, 4 units per acre as shown
on Exhibit "A" attached hereto and made a part
hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2184

PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SW ¼ OF THE NE ¼; THENCE S02°22'20"W 31.51 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING; THENCE S87°33'23"E 85.02 FEET; THENCE N02°33'29"E 31.70 FEET; THENCE S87°40'49"E 258.04 FEET; THENCE S87°38'53"E 308.06 FEET; THENCE S02°23'57"W 1538.07 FEET; THENCE N87°36'49"W 653.30 FEET; THENCE N03°05'59"E 220.99 FEET; THENCE N02°22'20"E 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 22.92 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

LESS AND EXCEPT:

A PART OF LOT 3 OF TRACT "B" AS SHOWN ON A LOT SPLIT RECORDED AS DOCUMENT NUMBER 2003-17759, BEING PART OF THE SW¼ OF THE NE¼ AND PART OF THE NW¼ OF THE SE¼ OF SECTION 31, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE CORNER OF SAID SW¼ OF THE NE¼, THENCE S02°22'20" W, 31.51 FEET TO A FOUND IRON PIN AT THE NW CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING; THENCE S87°33'23" E, 85.02 FEET TO A FOUND IRON PIN; THENCE S02°19'55" W, 1285.02 FEET TO A FOUND IRON PIN; THENCE S03°09'15" W, 220.89 FEET TO A FOUND IRON PIN; THENCE N87°36'49" W, 85.71 FEET TO A FOUND IRON PIN; THENCE N03°05'59" E, 220.99 FEET TO A FOUND STONE; THENCE N02°22'20" E, 1285.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.



PC Meeting of August 14, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: August 9, 2006

RZN 06-2184: (LIERLY LANE S/D, 244): Submitted by BLIND SQUIRREL, LLC for property located at LIERLY LANE SUBDIVISION, south of Lierly Lane. The property is zoned R-A, RESIDENTIAL AGRICULTURAL, and contains approximately 20 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested rezoning of the 20-acre tract in to the City of Fayetteville.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☒ Approved	☐ Denied
Date: <u>August 14, 2006</u>	Motion: <u>Graves</u>	Second: <u>Lack</u>	Vote: <u>8-1-0</u> <u>No: Myres</u>
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date: <u>September 05, 2006 (1st reading if recommended)</u>			

BACKGROUND:

Property description: The subject property is located within the city's Planning Area on Lierly Lane, north of Clabber Creek Subdivision Phases 3-5. Approximately 85' along the west property line is within the City of Fayetteville, though the rest is in the Planning Area. Access and existing frontage is onto Lierly Lane, currently an unimproved street that connects to Hughmount Road.

History: On July 11, 2005, the Planning Commission approved the development of 57 buildable lots. The latest plans reviewed by the City Council represented 59 buildable lots. The addition of lots requires Planning Commission approval, prior to the approval of the final plat. Of the 59 proposed lots, the applicant intends to develop 43 lots with single family homes and 16 lots with duplexes. The City Council accepted, as part of the resolution to extend sewer, an agreement stipulating that if the property is rezoned, de facto conditional uses allowing each of the duplex lots

will be recognized. Additionally, the lots will be modified to meet the bulk and area regulations for two-family lots within the RSF-4 zoning district at the time of final plat.

Proposal: The applicant requests approval to rezone the property from R-A to RSF-4. The proposed development has a density of 3.27 units per acre.

Surrounding Land Use and Zoning: All surrounding properties are within the Planning Area and consist of large single family properties to the north, west, and east, with the exception to the south, which is within the City of Fayetteville municipal limits. Clabber Creek Phases 3-5 is an approved subdivision to the south, with which this subdivision is coordinating a street connection.

INFRASTRUCTURE:

Streets: The site has access to Lierly Lane. Lierly Lane is being improved along the property frontage up to the intersection with Hughmont Road.

Adjacent Streets:

North: Lierly Lane (Collector Street)

Water: Public water has been extended through the site for this development.

Sewer: Sanitary sewer has been extended through the site for this development.

Drainage: Standard improvements and requirements for drainage were required for the development.

Fire: These 20 acres are covered by Engine 7 located at 835 N Ruppel. The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes. Fire Department anticipates 21 (12 EMS – 9 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. There are no recorded measured hydrant flows for this area. The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

Police: It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: The Interim City Plan 2025 map identifies this property as **Residential**. This property is not identified on the Sector Map as a Growth Sector. Development of this property has, however, been approved with connections to adjacent neighborhoods, in close proximity to a public school, public park, and with a mixture of housing size, type and density.

Recommendation: Staff recommends approval of the rezoning request. The density is compatible with the adjacent city zoning and the development of lots will be compatible with the regulations of the RSF-4 zoning district.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed RSF-4 zoning for a single family residential use is compatible with adjacent and nearby single family residential land use. The Interim City Plan 2025 designates this area for residential use, which is compatible with the proposed RSF-4 zoning.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning will be compatible with the single family and duplex lots within the subdivision. Both single family and two-family uses are available within the RSF-4 zoning district. The resolution passed by the City Council allows for the development of two-family lots without conditional use permits. If the city were to annex the property and not rezone it RSF-4, it would remain R-A. With a zoning of R-A, the Planning Commission cannot approve the final plat for Lierly Lane Subdivision until all lots were reconfigured to meet the bulk and area requirements of this zoning district (i.e. 2 acre lot area & 200' lot width). Therefore, staff finds that rezoning the property is both justified and needed at this time.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The zoning of RSF-4 is proposed to compliment the approved development of a county subdivision. Development will proceed regardless of the annexation and rezoning of this property, and this determination was made in the positive with the Planning Commission's approval of the preliminary plat. Therefore, staff does not find that the proposed zoning itself will result in the increase of traffic on the adjacent Collector Street, Lierly Lane, or on the interior local streets that will connect the Lierly Lane Subdivision with adjacent residential subdivisions. The Fayetteville Police Department finds

that rezoning this property will not result in an appreciable increase in the level of traffic danger and congestion in the area.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning would allow an increase in density to no more than 4 units per acre. Prior to annexation into the city, the property was not under any density requirements. Under an R-A, Residential Agricultural designation, the entire 22.92-acre tract, which includes the portion to be rezoned and the existing strip of RSF-4 property, would allow for a maximum of 11 dwelling unit (1 unit / 2 acres). With the proposed RSF-4 designation, 91 dwelling units would be permitted in this area. Rezoning the property increases the possible number of residential units and population than that which would be allowed in the R-A zoning district, but is consistent with land use, zoning, and development patterns in the immediate vicinity.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;-
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

- (F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

- (A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

- (G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.



Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher
Thru: Chief Tony Johnson
Asst Chief Bud Thompson
From: Captain Dale Riggins
Date: August 9, 2006
Re: August 7, 2006 Zoning Review – Fire Department Comments

ANX06-2183 (Lierly Lane S/D)
RZN06-2184

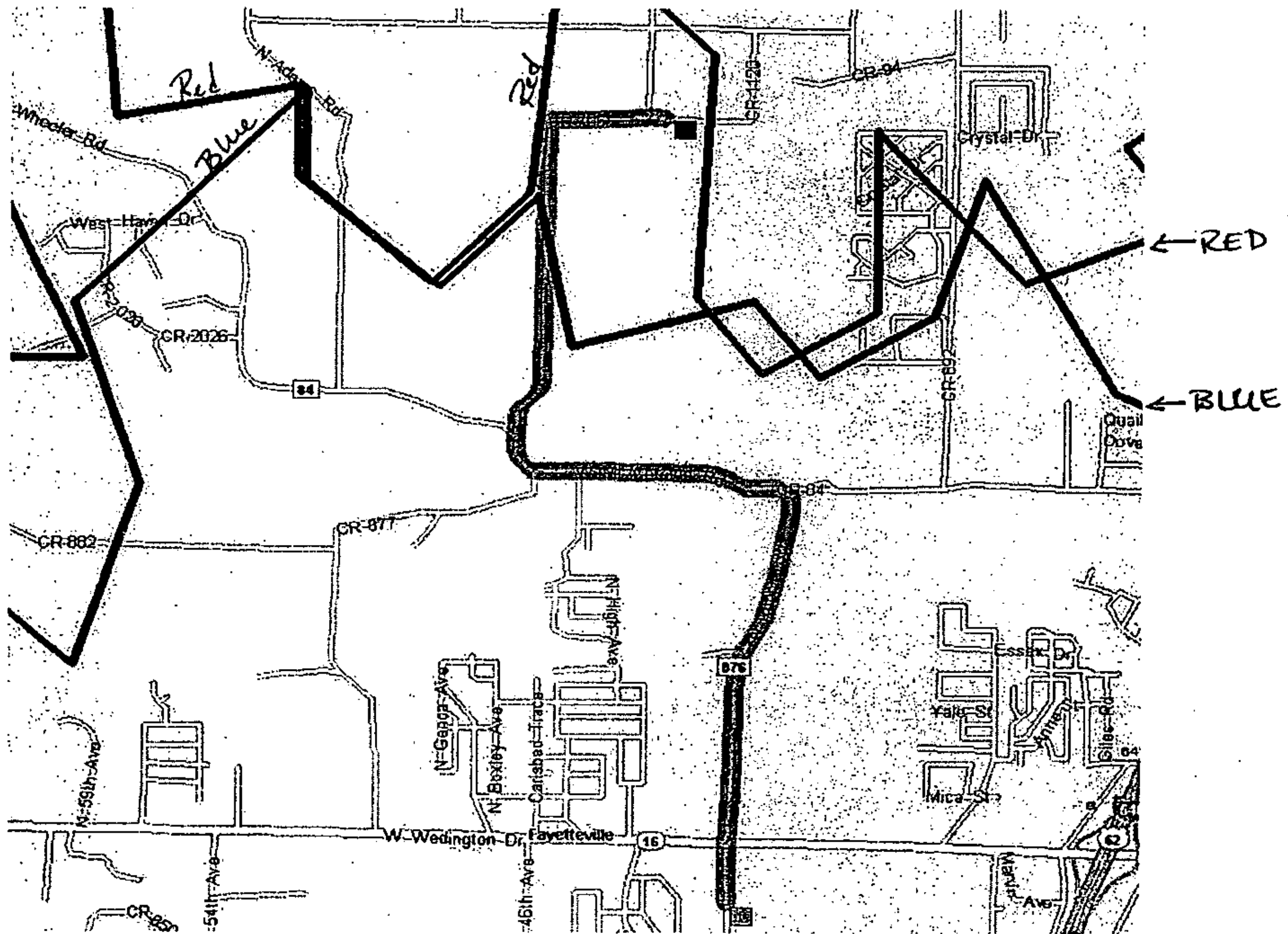
These 22.92 acres are covered by Engine 7 located at 835 N Ruppel.
The property at this time is 3.1 miles from the station with a projected response time of 7.5 minutes to this development. After all the connecting roads that are being built are in service, the response distance will be reduced to 2.1 miles with an expected response time of 5.5 minutes.
Fire Department anticipates 21 (12 EMS – 9 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred.
There are no recorded measured hydrant flows for this area.
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur.
There should be no adverse effects on our call volume or response time to this development.

Please feel free to contact me if you have any questions

Dale Riggins
IT/Planning

Dale Riggins

RZN06-2183
ANX06-2184
Lierly Lane S/D



Red Line - 8 Minute Response
Blue Line - 7 Minute Response

August 7, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to ANX 00-2183 and RZN 06-2184 (LIERLY LANE S/D, 244): Submitted by Clint McDonald Blind Squirrel, LLC for property located at Lierly Lane Subdivision, Lierly at Hughmount. The property contains approximately 22.92 acres and is zoned RA, and is in the growth area. The request is to annex the property into the City of Fayetteville and rezone the subject property to RSF-4.

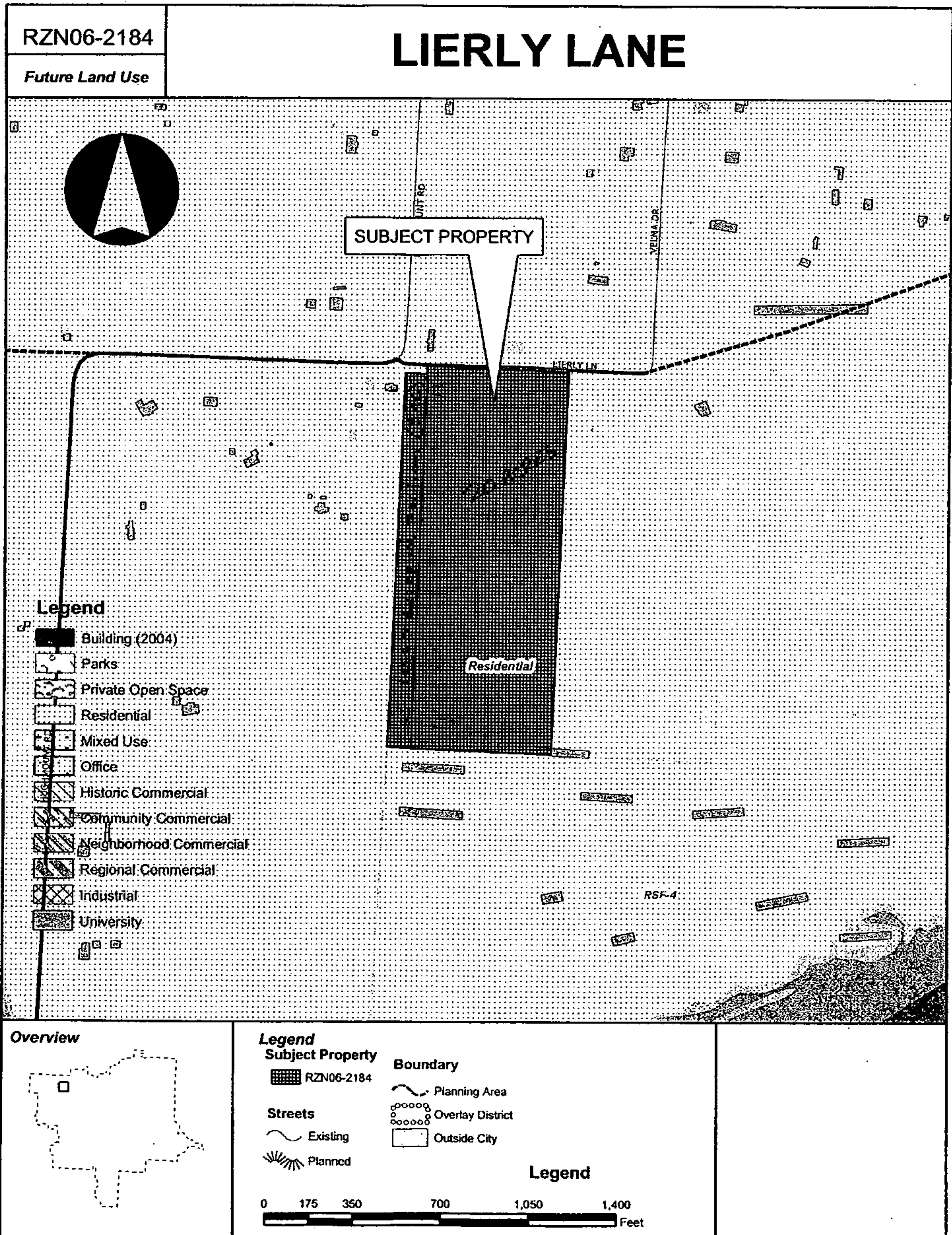
It is the opinion of the Fayetteville Police Department that this annexation will not substantially alter the population density or create an undesirable increase the load on police services nor will it create an appreciable increase in traffic danger and congestion in the area.

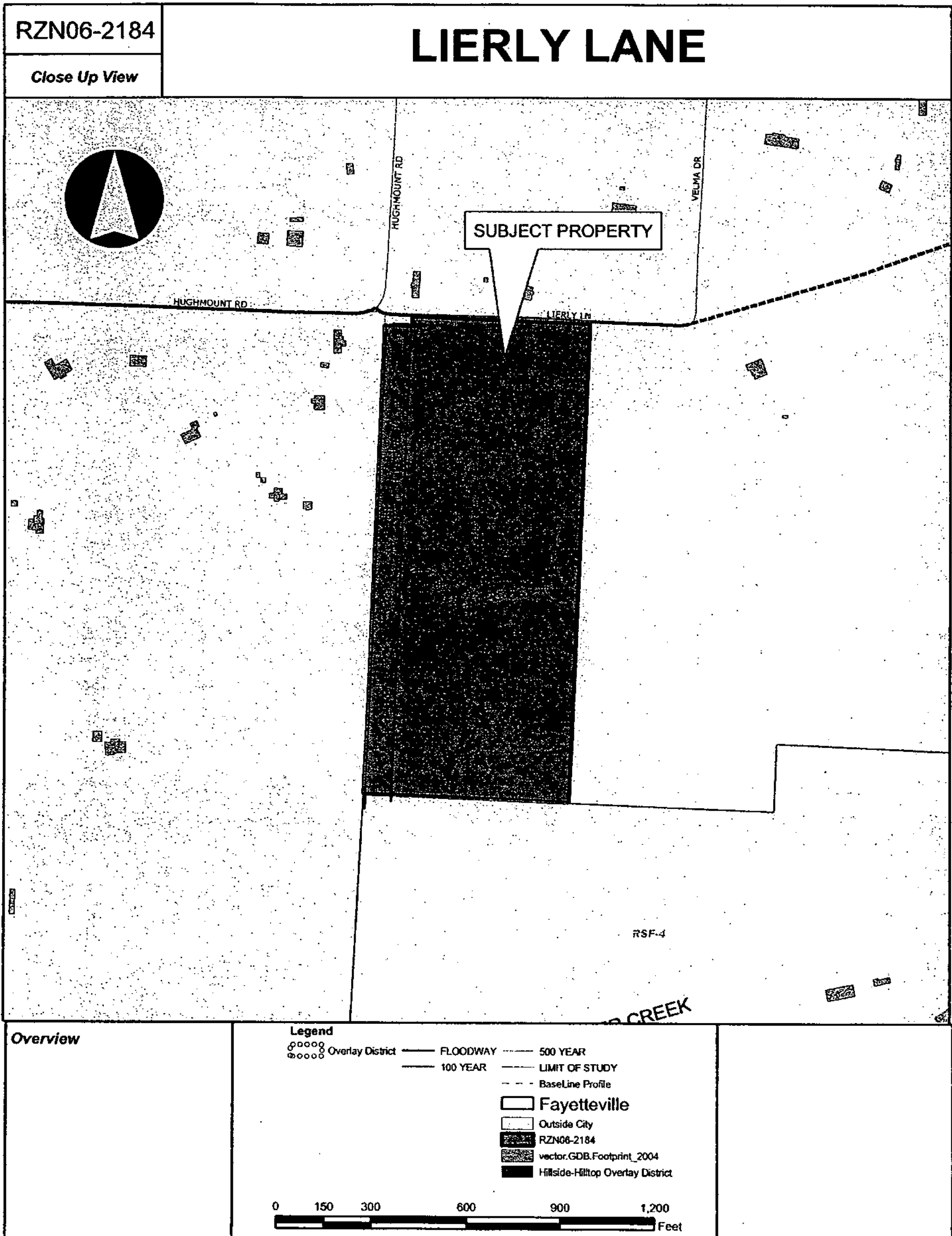
Sincerely,

Captain William Brown
Fayetteville Police Department

**LIERLY LANE SUBDIVISION
REZONING REQUEST SUMMARY
July 12, 2006**

- 6A) Owner: Blind Squirrel LLC
- 6B) Reason: Rezoning to comply with Fayetteville City Council approval from 4/18/06 meeting. This rezoning complies with the agreement for RSF-4 with Conditional Use as approved by council meeting noted above.
- 6C) Use: Property usage is consistent with adjacent City property usage.
- 6D) Utility: Water and Sewer plans have been approved by the City of Fayetteville and are installed at this time.
- 7A) This proposed zoning is consistent with other completed and in process developments in this area of the city.
- 7B) This proposed zoning is required to comply with agreement with City Council noted above.
- 7C) Development includes improvements to adjacent and offsite infrastructure as required by City Staff.
- 7D) This development should not adversely affect current public services. If annexed and rezoned, agreement to city fees should allow for any impacts.
- 7E) Land cost and development costs to improve to City Standard will not financially allow 1 house per acre.

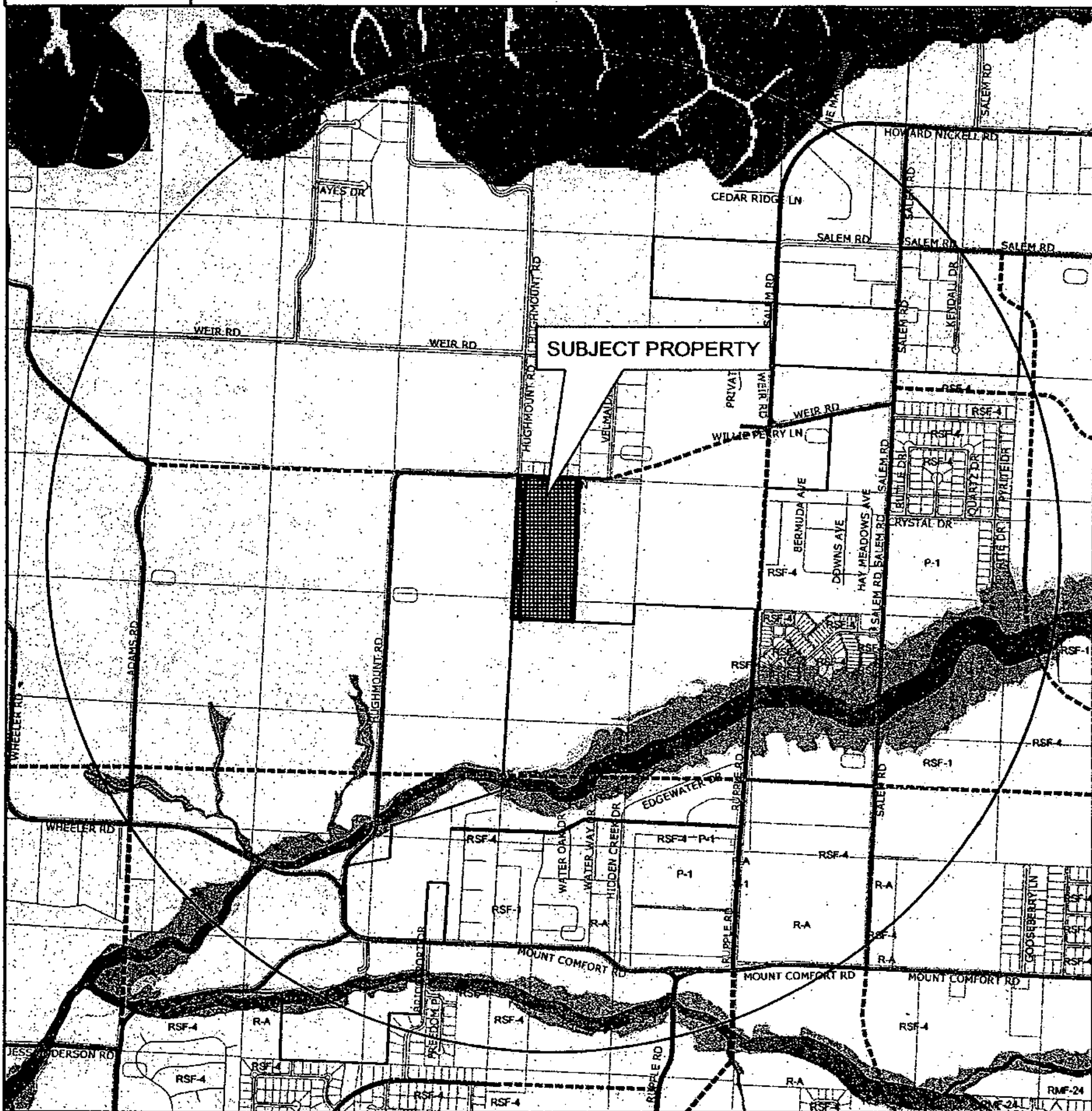




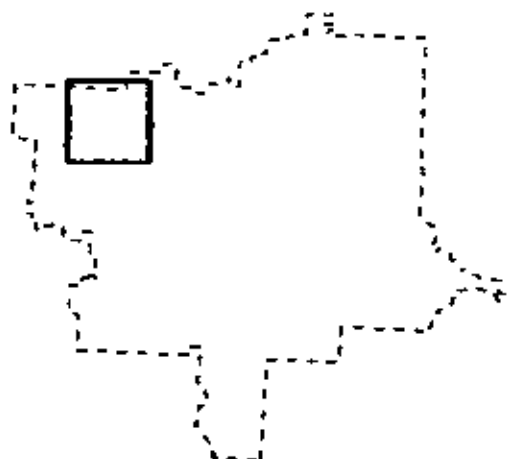
RZN06-2184

One Mile View

LIERLY LANE



Overview



Legend

Subject Property
RZN06-2184

Boundary

Planning Area
Overlay District
Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Sep-06

City Council Meeting Date

Tim Conklin
Submitted By

Planning & Development Mgmt.
Division

Operations
Department

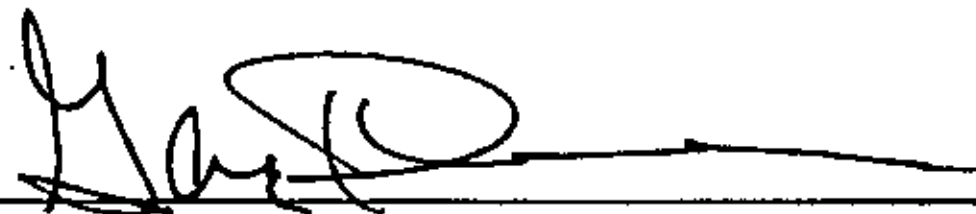
Action Required:

ANX 06-2225 (Raymond Smith): Submitted by Raymond Smith for property located west of 54th Avenue, east of Double Springs Road, north and south of Dot Tipton Road. The property is in the Planning Area and contains approximately 55.16 acres. The request is to confirm the annexation of the subject property into the City of Fayetteville and zone and assign to Ward Four.

\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name
	\$ -	

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director
8-18-06
Date

Previous Ordinance or Resolution # _____

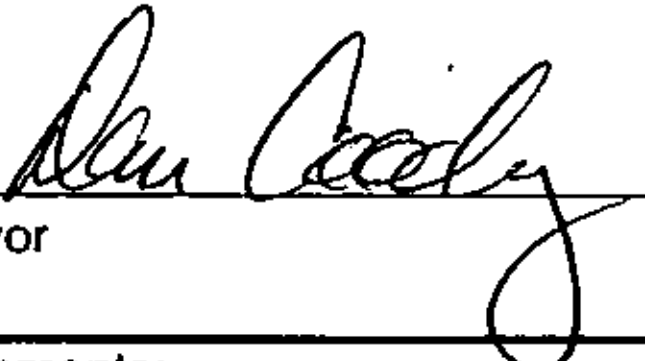
Original Contract Date: _____


City Attorney
8-21-06
Date

Original Contract Number: _____


Finance and Internal Service Director
8-21-06
Date

Received in City Clerk's Office



Mayor
8/21/06
Date

Received in Mayor's Office


Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Tim Conklin, Planning and Development Management Director *T.C.*

Date: August 17, 2006

Subject: Annexation of 55.16 acres for property located west of 54th Ave., east of Double Springs Road, north and south of Dot Tipton Road.

RECOMMENDATION

The City Council, by ordinance, will need to confirm the annexation and assign the subject property to Ward No. 4.

BACKGROUND

The City Council passed Resolution 132-06 by a 6-1-0 vote accepting the territory described in County Court Order No. CC 2006-17 containing approximately 55.16 acres located west of 54th Ave., east of Double Springs Road, north and south of Dot Tipton Road.

This property is located in the area that is identified and included in the unincorporated island between Fayetteville and Farmington (Area B). The subject property will be zoned R-A Residential Agricultural.

The applicants are Bobby and Donna Treat, Co-Trustees, Bobby and Donna Treat Revocable Trust; D.W. Tipton; Richard L. Martin and Carol J. Brown; Ernesto Martinez and Maria Vargas; Valeriano and Dena Martinez; J.B. Hayes, Trustee; and Jose Orellana.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE ANNEXATION OF THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 06-2225 (CC2005-17), FOR PROPERTY LOCATED WEST OF 54 TH AVENUE, EAST OF DOUBLE SPRINGS ROAD, NORTH AND SOUTH OF DOT TIPTON ROAD, CONTAINING APPROXIMATELY 55.16 ACRES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit "A" and map labeled Exhibit "B" attached hereto and made a part hereof.

Section 2: That the official map of the City of Fayetteville, Arkansas, is hereby amended to reflect the change provided in Section 1 above.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to assign the zoning designation of R-A, Residential Agricultural to the subject property.

Section 4: That the above-described property is hereby assigned to Ward No. Four.

PASSED and APPROVED this ____ day of ____, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

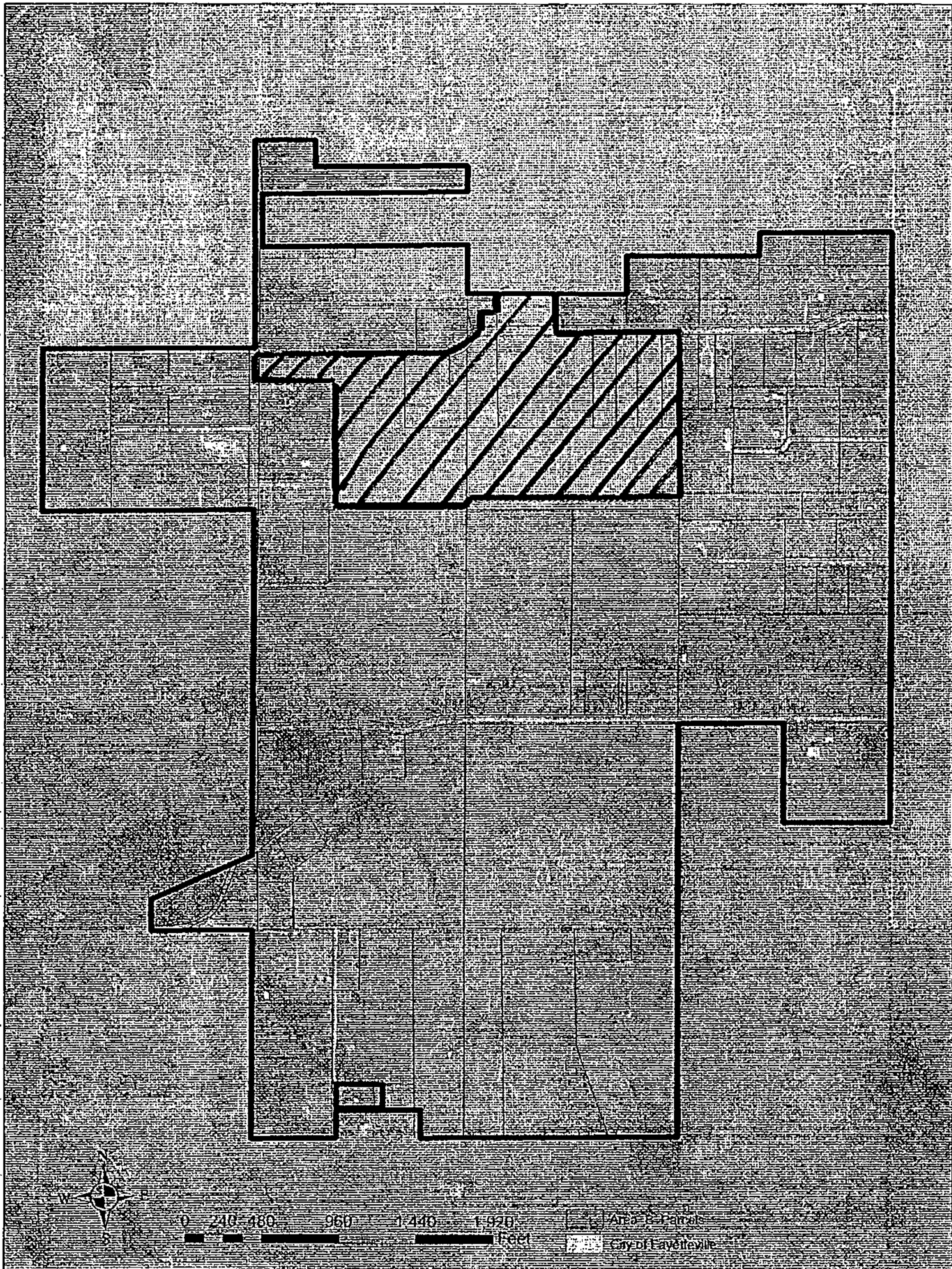
EXHIBIT "A"
ANX 06-2225

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 14 AND PART OF THE SE1/4 OF THE NE1/4 OF SECTION 15 ALL IN T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SW1/4, NW1/4 THENCE N00°11'49"E 55.00 FEET TO THE P.O.B., THENCE S89°54'10"W 1320.92 FEET, THENCE S00°28'05"W 55.08 FEET, THENCE S89°46'03"W 825.57 FEET, THENCE N00°01'18"W 788.63 FEET, THENCE S89°52'44"W 498.02 FEET, THENCE N00°03'19"W 178.42 FEET, THENCE N89°48'13"E 1223.36 FEET, THENCE N00°15'19"E 30.06 FEET, THENCE N81°18'16"E 26.02 FEET, THENCE N64°25'41"E 41.57 FEET, THENCE N51°12'23"E 42.73 FEET, THENCE N37°38'20"E 53.46 FEET, THENCE N55°03'09"E 44.28 FEET, THENCE N77°46'35"E 8.59 FEET, THENCE N00°13'59"E 143.49 FEET, THENCE N89°54'27"E 100.43 FEET, THENCE N00°49'36"E 100.00 FEET, THENCE N89°56'02"E 382.57 FEET, THENCE S00°12'19"W 195.59 FEET, THENCE SOUTH 70.08 FEET, THENCE N89°43'23"E 229.75 FEET, THENCE N00°07'57"E 35.00 FEET, THENCE N89°43'02"E 208.02 FEET, THENCE S00°13'16"W 2.24 FEET, THENCE N89°55'03"E 329.60 FEET, THENCE S00°11'49"W 1071.53 FEET TO THE P.O.B.; CONTAINING 55.16 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

DRAFT

EXHIBIT "B"

C. 4
ANX 06-2225 Raymond Smith
Page 5 of 20



Alderman Thiel: I appreciate their move to go ahead and try to do a PZD on this. The neighborhood has really had to work on staying abreast on what is happening. It would have been nice if they would have considered this at an earlier stage. I certainly appreciate that they are doing this now.

Tim Conklin: The email that we received did not mention a PZD. Did you have a conversation with them about a PZD?

Mayor Coody: Yes.

Alderman Marr: I think it would be appropriate that the staff share with the developers the comments on Council tour about the location of the proposed building as they consider the design of their PZD. There are many people that are concerned about the placement too close to the neighborhood. I think they need to know the lack of support for that placement.

Alderman Ferrell: I concur with what you are saying. On the tour I did not hear anyone say they were opposed to putting a store there, it was just the way they were going to place it.

Alderman Lucas: I think the PZD would make the neighborhood more comfortable.

Alderman Reynolds: I would like to thank the developers for changing their plans and working with the neighborhood and Council.

Alderman Reynolds moved to table the appeal indefinitely. Alderman Thiel seconded the motion. Upon roll call the motion passed. 7-0. Alderman Rhoads was absent.

This appeal was tabled indefinitely.

Annexation of Territory – CC-2006-17: A resolution to accept the territory described by the County Court's Order No. CC-2006-17 annexing the territory into the City of Fayetteville.

Alderman Lucas: This is a piece of property that these owners had petitioned the County in May to be brought into Fayetteville. If we do not bring them in then they will be brought into Farmington and they would have to go through the process of de-annexing. Since they had already started the process I thought it would be appropriate to go ahead and bring this forward and bring them on into Fayetteville since that was their request.

Alderman Cook: As usual I disagree about annexations for the reasons that I have mentioned before.

Raymond Smith, representing the petitioners said he would be glad to answer any questions the Council might have.

Alderman Lucas moved to approve the resolution. Alderman Jordan seconded the motion. Upon roll call the resolution passed 6-1. Alderman Cook voting no. Alderman Rhoads was absent.

Resolution 132-06 as Recorded in the Office of the City Clerk.

Hoskins/City of Fayetteville Trade and Purchase of Land: A resolution to approve a trade and purchase of land, a budget adjustment of \$105,500.00 and the banking of 2.64 acres for future parkland dedication requirements.

Mayor Coody: I think that 2.64 acre number has changed.

Gary Dumas, Director of Operations: Mr. Hoskins has asked for all the property the City owns on the north side of Joyce Street. That amounts to about 1.36 acres, the exact amount to be determined by a survey. He wants to trade 3 to 1 for the 7.4 acres that he has on Shiloh. We would then purchase roughly 2.5 acres and he would land bank the rest depending on how much is actually on the Joyce Street frontage. What we would be getting out of this is about 7.5 acres at a cost per acre of about \$14,000 per acre. The 7.4 acres is covered by a blanket drainage easement, that easement could be removed by requesting a vacation of that easement and then consolidating the drainage down along the creek. I do not think that is an encumbrance to his future development if we do not do this deal. There is also a SWEPCO easement and an existing power line along the south line of the 7.4 acres. As a part of the trade Mr. Hoskins has also asked for the median that is currently on Joyce from roughly 300 feet east of Wilkerson to roughly 500 feet of the intersecting street be shortened so that he can get a driveway access to his property at the crest of the hill. Engineering has looked at this and as long as he satisfies the site line distances they do not have a problem with it.

Alderman Cook: The curb cut concerns me. There was a lot of discussion about providing a boulevard in that location. Another concern of mine is making that cut and people trying to turn left.

Gary Dumas: The boulevard is too narrow for a turn lane. I think the current traffic in this area would not justify the need for a turn lane but the City does have significant right of way on the south side of Joyce Street that would allow for widening if a turn lane were to become necessary. I do not anticipate the need for a dedicated left turn lane in the near future.

Alderman Ferrell: What is staff's recommendation on this trade?

Gary Dumas: I think we have a very good deal here. The land the City owns has no value to the City except as a maintenance issue. We would be getting 7.4 acres to extend green network that everyone is interested in and also extend the Skull Creek Trail through this area. I think it is a very good opportunity for the City to acquire this.

Alderman Cook: There is a 25 foot sewer easement.

Gary Dumas: Yes.

Alderman Cook: Is there an opportunity for us to use the sewer easement through there as opposed to buying this whole piece of land?

Gary Dumas: He has indicated to me that his desire is to sell the entire piece.

RESOLUTION NO. 132-06

A RESOLUTION TO ACCEPT THE TERRITORY
DESCRIBED BY THE COUNTY COURT'S ORDER NO.
CC 2006-17 ANNEXING THE TERRITORY INTO THE
CITY OF FAYETTEVILLE

WHEREAS, all of the real estate owners of a parcel of land contiguous to the City of Fayetteville petitioned the Washington County Court to be annexed into the City of Fayetteville; and

WHEREAS, after thirty days from the date of filing had elapsed and upon proper repeated publication of the notice of the hearing in a newspaper, the Washington County Judge held a proper hearing in which interested persons were allowed to appear and contest the granting of the petition; and

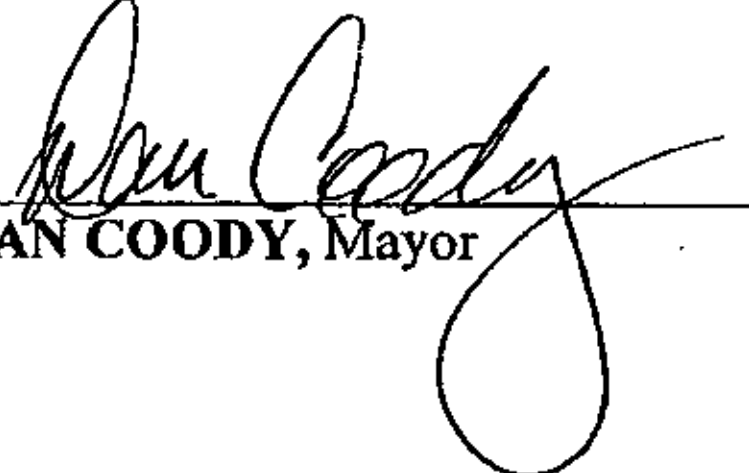
WHEREAS, the County Judge being satisfied that the allegations of the petition were sustained by the proof, that all of the owners of real estate signed this petition requesting to be annexed into Fayetteville, that the territory requested to be annexed has been accurately described and an accurate map thereof made and filed, and that the prayer of the petition was right and proper therefore entered its order granting the petition and annexing the territory on July 31, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby accepts the territory described in County Court Order No. CC 2006-17 (attached as Exhibit A) into the City of Fayetteville as soon as legally possible so that this territory shall be deemed and taken to be a part and parcel of the limits of the City of Fayetteville and its inhabitants shall have and enjoy all the rights and privileges of the inhabitants of Fayetteville.

PASSED and APPROVED this 1st day of August, 2006.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA SMITH, City Clerk



ALDERMAN AGENDA REQUEST FORM

Added at Agenda
Session 7/25/06

C. 4
ANX 06-2225 Raymond Smith

Page 9 of 20

811106

132

C. 8.

Territorial
Annexation
Acceptance

FOR: COUNCIL MEETING OF AUGUST 1, 2006

FROM: ALDERMAN SHIRLEY LUCAS

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

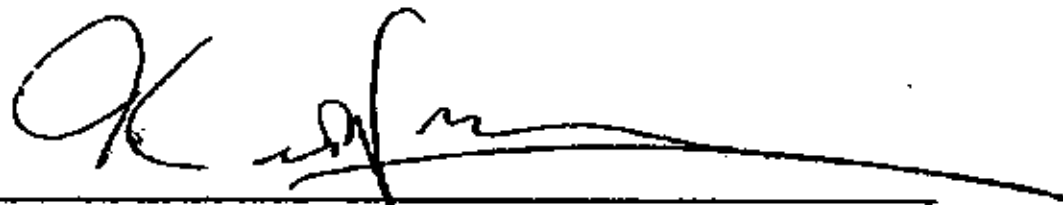
A Resolution To Accept The Territory Described By The County Court's Order No. CC 2006-17 Annexing The Territory Into The City Of Fayetteville

APPROVED FOR AGENDA:



Shirley Lucas
Alderman

July 21, 2006
Date



Kit Williams
City Attorney (as to form)

July 17, 06
Date

RECEIVED

JUL 21 2006

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE



RESOLUTION NO. _____

**A RESOLUTION TO ACCEPT THE TERRITORY DESCRIBED
BY THE COUNTY COURT'S ORDER NO. CC 2006-17
ANNEXING THE TERRITORY INTO THE CITY OF
FAYETTEVILLE**

WHEREAS, all of the real estate owners of a parcel of land contiguous to the City of Fayetteville petitioned the Washington County Court to be annexed into the City of Fayetteville; and

WHEREAS, after thirty days from the date of filing had elapsed and upon proper repeated publication of the notice of the hearing in a newspaper, the Washington County Judge held a proper hearing in which interested persons were allowed to appear and contest the granting of the petition; and

WHEREAS, the County Judge being satisfied that the allegations of the petition were sustained by the proof, that all of the owners of real estate signed this petition requesting to be annexed into Fayetteville, that the territory requested to be annexed has been accurately described and an accurate map thereof made and filed, and that the prayer of the petition was right and proper therefore entered its order granting the petition and annexing the territory on July 31, 2006.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby accepts the territory described in County Court Order No. CC 2006-17 (attached as Exhibit A) into the City of Fayetteville as soon as legally possible so that this territory shall be deemed and taken to be a part and parcel of the limits of the City of Fayetteville and its inhabitants shall have and enjoy all the rights and privileges of the inhabitants of Fayetteville.

PASSED and APPROVED this 1st day of August, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS
IN THE MATTER OF ANNEXATION
OF CERTAIN LANDS TO THE CITY
OF FAYETTEVILLE, ARKANSAS

CASE NO. CC 2006-17

ORDER OF ANNEXATION

NOW on this 3/4 day of July, 2006, this cause comes on to be heard the Petitioners, Bobby G. & Donna Treat, Co-Trustees of the Bobby & Donna Treat Revocable Trust; D. W. Tipton; Richard L. Martin & Carol J. Brown; Ernesto Martinez & Maria Vargas; Valeriano & Dena Mendez; J. B. Hayes, Trustee; and Jose Orellano, represented by their attorney, Raymond C. Smith of Fayetteville, Arkansas, announcing ready for a hearing of this cause and there being no protests or objections filed herein, whereupon, the matter is submitted to the Court upon the verified petition filed herein, and the oral and documentary evidence adduced, the Court being well and sufficiently advised finds:

1. The Amended Petition in this cause was filed July 18, 2006, and the Court fixed July 31, 2006, at 10:30 a.m., as the date and time of the hearing for said cause, and a full thirty days notice of hearing was given as required by law and notice of hearing was given as required by law and notice of publication is now on file with the Clerk of the Court and the Court has jurisdiction of this cause.

2. The Court is satisfied that the allegations of the said petition are sustained by the proof, that the limits of the territory to be annexed have been properly filed, that the property owner has a freehold interest in the property hereinafter described in the petition and constitutes the real owner of the area affected.

KAREN COMBS PRITCHARD
CLERK & PROBATE CLERK
WASHINGTON CO. ARK.

2006 JUL 31 AM 11:57

FILED



RAYMOND C. SMITH, P.A.
ATTORNEY AT LAW

Barristers Place, Suite 11
70 North College Avenue
Fayetteville, Arkansas
72701-6101

Telephone (479)521-7011
Fax (479)443-4333
Toll Free 1-800-282-0168
Email rsmith7011@sbcglobal.net

July 31, 2006

City Clerk
City of Fayetteville
Administration Building
113 W. Mountain Street
Fayetteville, Arkansas 72701

"HAND CARRIED"

Re: Order for Annexation
County Court of Washington County, Arkansas Case No. 2006-17

Dear Madam Clerk:

By this transmittal letter, I am serving a copy of the Amended Petition for Annexation filed July 18, 2006, in the County Court of Washington County, Arkansas, Case No. CC 2006-17; along with a copy of the Order Setting Hearing filed July 18, 2006, which set the petition down for a hearing on July 31, 2006; copy of Affidavit of Publication filed July 3, 2006; and the Order of Annexation entered July 31, 2006.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. C. Smith', written over the typed name.

Raymond C. Smith
Attorney at Law

enclosures

RECEIVED

JUL 31 2006

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

07-31-06P03:00 RCVD

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS
IN THE MATTER OF ANNEXATION
OF CERTAIN LANDS TO THE CITY
OF FAYETTEVILLE, ARKANSAS

CASE NO. CC 2006-17

SKAREN COMES PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

2006 JUL 18 PM 1:32

FILED

AMENDED PETITION FOR ANNEXATION

COMES now, the Petitioners Bobby G. & Donna Treat, Co-Trustees, Bobby & Donna Treat Revocable Trust; D. W. Tipton; Richard L. Martin & Carol J. Brown; Ernesto Martinez & Maria Vargas; Valeriano & Dena Mendez; J. B. Hayes, Trustee; and Jose Orelana by their attorney, Raymond C. Smith, and for their Amended Petition for Annexation, state and allege as follows:

1. Petitioners by their attorney filed a Petition for Annexation on the 19th day of May, 2006, for annexation of certain lands to the City of Fayetteville, Arkansas. Legal Descriptions attached to said petition were by tracts, and inadvertently, the overall legal description for the said tracts was omitted from the petition..
2. Legal notices were duly published; however, due to Scribner's error, the first two publications contained slight errors in the legal descriptions, which error was corrected in the third publication.
3. No one appeared and objected to the petition for annexation on July 17, 2006, the date set for the petition to be heard by the County Court.
4. The purpose of the amended petition is to provide a correct overall legal description for the land to be annexed into the City of Fayetteville, Arkansas.

5. Petitioners are the record title holders of the parcels of land contained in the following described real property situated in Washington County, Arkansas:

OVERALL BOUNDARY DESCRIPTION:

Part of the SW1/4 of the NW1/4 of Section 14 and part of the SE1/4 of the NE1/4 of Section 15 all in T16N, R31W in Washington County, Arkansas and being described as follows: Commencing at the SE Corner of said SW1/4, NW1/4 thence N00°11'49"E 55.00 feet to the P.O.B., thence S89°54'10"W 1320.92 feet, thence S00°28'05"W 55.08 feet, thence S89°46'03"W 825.57 feet, thence N00°01'18"W 788.63 feet, thence S89°52'44"W 498.02 feet, thence N00°03'19"W 178.42 feet, thence N89°48'13"E 1223.36 feet, thence N00°15'19"E 30.06 feet, thence N81°18'16"E 26.02 feet, thence N64°25'41"E 41.57 feet, thence N51°12'23"E 42.73 feet, thence N37°38'20"E 53.46 feet, thence N55°03'09"E 44.28 feet, thence N77°46'35"E 8.59 feet, thence N00°13'59"E 143.49 feet, thence N89°54'27"E 100.43 feet, thence N00°49'36"E 100.00 feet, thence N89°56'02"E 382.57 feet, thence S00°12'19"W 195.59 feet, thence South 70.08 feet, thence N89°43'23"E 229.75 feet, thence N00°07'57"E 35.00 feet, thence N89°43'02"E 208.02 feet, thence S00°13'16"W 2.24 feet, thence N89°55'03"E 329.60 feet, thence S00°11'49"W 1071.53 feet to the P.O.B.; Containing 55.16 acres more or less subject to easements and Right of Way of record.

6. The above-described property is adjacent to and contiguous to the present boundary line for the City of Fayetteville, Washington County, Arkansas.

7. The above-described property is suitable for annexation to the City of Fayetteville, Arkansas, and is necessary for the proper growth, prosperity and management of the land and the City of Fayetteville, Arkansas.

4. Pursuant to Arkansas Code Annotated Section 14-40-601 et seq, this Court has jurisdiction over the subject matter herein, and Petitioners request that the above-described real property be annexed in and to the City of Fayetteville, Arkansas.

5. Petitioners further states that Attorney Raymond C. Smith of Fayetteville, Arkansas, is authorized to act for and on behalf of the Petitioners in all matters

relating to this Petition and subsequent hearing or annexation proceedings.

6. Petitioners request this Court set a date for hearing on this Petition subsequent to the filing of this Petition for further hearings or annexation proceedings therewith.

WHEREFORE, Petitioner prays that the above-described real property be annexed to the City of Fayetteville, Washington County, Arkansas, pursuant to the provisions of applicable Arkansas law, subsequent to a hearing thereon as required by law; that this Court, by Order, fix a time and place for said hearing subsequent to the filing of this Amended Petition; and for all other relief to which the Petitioners may be entitled.

BOBBY & DONNA TREAT, CO-TRUSTEES,
BOBBY & DONNA TREAT REVOCABLE
TRUST; D. W. TIPTON; RICHARD L. MARTIN
& CAROL J. BROWN; ERNESTO MARTINEZ
& MARIA VARGAS; VALERIANO & DENA
MARTINEZ; J. B. HAYES, TRUSTEE; AND
JOSE ORELLANA,

Petitioners

By: 

Raymond C. Smith

Attorney at Law #80135
Barristers Place, Suite 11
70 N. College Avenue
Fayetteville, Arkansas 72701
(479) 521-7011

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

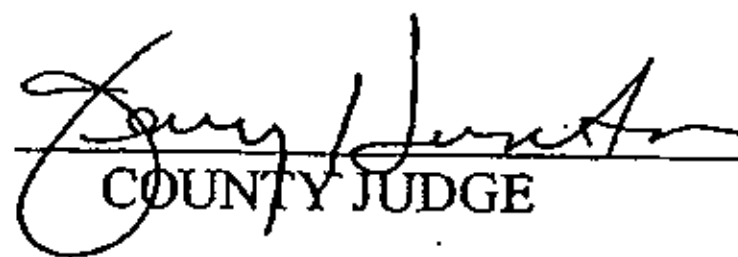
IN THE MATTER OF ANNEXATION
OF CERTAIN LANDS TO THE CITY
OF FAYETTEVILLE, ARKANSAS

CASE NO. CC 2006-17

ORDER SETTING HEARING

NOW on this 18th day of July, 2006, is presented to the Court an Amended Petition for Annexation of certain lands to the City of Fayetteville, Arkansas, filed herein on July 18, 2006, by Attorney Raymond C. Smith on behalf of the Petitioners, Bobby G. & Donna Treat, Co-Trustees, Bobby & Donna Treat Revocable Trust; D. W. Tipton; Richard L. Martin & Carol J. Brown; Ernesto Martinez & Maria Vargas; Valeriano & Dena Mendez; J. B. Hayes, Trustee; and Jose Orelana .

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that pursuant to Arkansas Code Annotated § 14-40-602, a hearing on said Petition for Annexation shall be held in the County Court of Washington County, Arkansas, on the 31st day July, 2006, at 10:30 o'clock a.m., and the Clerk of this Court is hereby directed to issue a notice of hearing as set herein which shall be published in the manner and for the full length of time as required by law.


COUNTY JUDGE

KAREN COMBS PRITCHARD
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

2006 JUL 18 PM 1:42

FILED

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS
IN THE MATTER OF ANNEXATION
OF CERTAIN LANDS TO THE CITY
OF FAYETTEVILLE, ARKANSAS

CASE NO. CC 2006-17

ORDER OF ANNEXATION

NOW on this 3rd day of July, 2006, this cause comes on to be heard the Petitioners, Bobby G. & Donna Treat, Co-Trustees of the Bobby & Donna Treat Revocable Trust; D. W. Tipton; Richard L. Martin & Carol J. Brown; Ernesto Martinez & Maria Vargas; Valeriano & Dena Mendez; J. B. Hayes, Trustee; and Jose Orellano, represented by their attorney, Raymond C. Smith of Fayetteville, Arkansas, announcing ready for a hearing of this cause and there being no protests or objections filed herein, whereupon, the matter is submitted to the Court upon the verified petition filed herein, and the oral and documentary evidence adduced, the Court being well and sufficiently advised finds:

1. The Amended Petition in this cause was filed July 18, 2006, and the Court fixed July 31, 2006, at 10:30 a.m., as the date and time of the hearing for said cause, and a full thirty days notice of hearing was given as required by law and notice of hearing was given as required by law and notice of publication is now on file with the Clerk of the Court and the Court has jurisdiction of this cause.

2. The Court is satisfied that the allegations of the said petition are sustained by the proof, that the limits of the territory to be annexed have been properly filed, that the property owner has a freehold interest in the property hereinafter described in the petition and constitutes the real owner of the area affected.

KAREN COMBS PRITCHARD
CLERK & PROBATE CLERK
WASHINGTON CO. ARK.

2006 JUL 31 AM 11:57

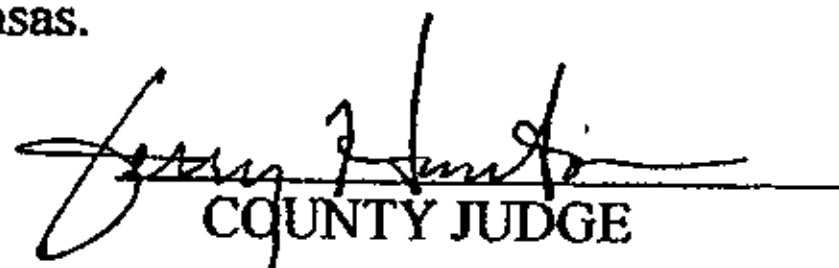
FILED

3. The land proposed to be annexed to the City of Fayetteville, Washington County, Arkansas in this cause is described as follows:

Part of the SW1/4 of the NW1/4 of Section 14 and part of the SE1/4 of the NE1/4 of Section 15 all in T16N, R31W in Washington County, Arkansas and being described as follows: Commencing at the SE Corner of said SW1/4, NW1/4 thence N00°11'49"E 55.00 feet to the P.O.B., thence S89°54'10"W 1320.92 feet, thence S00°28'05"W 55.08 feet, thence S89°46'03"W 825.57 feet, thence N00°01'18"W 788.63 feet, thence S89°52'44"W 498.02 feet, thence N00°03'19"W 178.42 feet, thence N89°48'13"E 1223.36 feet, thence N00°15'19"E 30.06 feet, thence N81°18'16"E 26.02 feet, thence N64°25'41"E 41.57 feet, thence N51°12'23"E 42.73 feet, thence N37°38'20"E 53.46 feet, thence N55°03'09"E 44.28 feet, thence N77°46'35"E 8.59 feet, thence N00°13'59"E 143.49 feet, thence N89°54'27"E 100.43 feet, thence N00°49'36"E 100.00 feet, thence N89°56'02"E 382.57 feet, thence S00°12'19"W 195.59 feet, thence South 70.08 feet, thence N89°43'23"E 229.75 feet, thence N00°07'57"E 35.00 feet, thence N89°43'02"E 208.02 feet, thence S00°13'16"W 2.24 feet, thence N89°55'03"E 329.60 feet, thence S00°11'49"W 1071.53 feet to the P.O.B.; Containing 55.16 acres more or less subject to easements and Right of Way of record.

4. The area is not unusually large and it is contiguous and adjacent to and adjoins the present corporate limits of the City of Fayetteville, and it is particularly adapted for urban purposes and this territory should be annexed to and made a part of the City of Fayetteville, Arkansas.

IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED that the aforesaid real estate situated in Washington County, Arkansas, is hereby annexed to and made a part of the City of Fayetteville, Arkansas, in accordance with Act No. 1 of the Acts of the Legislature of 1875 of the State of Arkansas and all acts amendatory thereto, particularly including Act 142 of the Acts of Arkansas for the year 1963, as codified in Ark. Code Ann. §14-40-601, et seq, and this Order shall be duly recorded by the County Clerk of Washington County, Arkansas.


COUNTY JUDGE

AFFIDAVIT OF PUBLICATION

STATE OF ARKANSAS,
County of Washington

I, Donna Lenchar do solemnly swear
that I am Editor

of The Morning News, a daily newspaper
having a general circulation in said county,
and do solemnly swear the said advertisement
was published for

3

consecutive

Weeks

in said newspaper,

the said publication appearing:

10th day of July, 2006

24th day of July, 2006

30th day of July, 2006

day of _____

day of _____

day of _____

day of _____

Signed

[Signature]

and sworn to me this

31st

day of July, 2006

OFFICIAL SEAL
KATHY FRENCH
NOTARY PUBLIC - ARKANSAS
MADISON COUNTY
My Commission Exp. May 22, 2012

[Signature]

Notary Public

Commission expires: 5/22/2012

Publication Charges: \$ 517.50

DISP# 008013

FILED

2006 JUL 31 AM 10:56

IN THE COUNTY COURT
OF WASHINGTON
COUNTY, ARKANSAS
IN THE MATTER OF AN
APPLICATION OF CERTAIN
LANDS TO THE CITY OF
FAYETTEVILLE, ARKAN-
SAS
CASE NO CC 2006-17
NOTICE OF APPLICATION
PETITION
NOTICE is hereby given to
all interested persons that
Petitioners, Bobby G. &
Donna Trent, Co-Trustees
of the Bobby G. & Donna
Trent Revocable Trust,
DW, Tipton, Richard E.
Martin & Carol J. Brown,
Ernesto Martinez & Maria
Vargas, Valeriano & Dena
Mendez, JB Hayes, Trust-
tee, and Jose Orelana by
their attorneys, Raymond
C. Smith have filed an
Amended Petition to an-
nex to the City of Fayette-
ville, Arkansas, the fol-
lowing described lands
situated in Washington
County, Arkansas, to
Part of the SW 1/4 of the
NW 1/4 of Section 14 and
part of the SE 1/4 of the
NE 1/4 of Section 15 all in
T16N, R31W, in Washing-
ton County, Arkansas and
being described as fol-
lows: Commencing at the
SE Corner of said SW 1/4,
NW 1/4, 1/4, thence
N00°11'49"E 55.00 feet to
the P.O.B. thence
S89°54'10"W 1320.52 feet,
thence S00°28'05"W 55.08
feet, thence S89°46'03"W
825.57 feet, thence
N00°01'18"W 788.63 feet,
thence S89°52'44"W
436.02 feet, thence
N07°03'19"E 178.42 feet,
thence N89°48'13"E
2223.36 feet, thence
N00°15'19"E 30.06 feet,
thence N81°18'16"E 26.02
feet, thence N64°25'41"E
41.57 feet, thence
N51°12'25"E 42.75 feet,
thence N87°48'20"E 53.48
feet, thence N55°13'09"E
44.28 feet, thence
N77°48'35"E 8.53 feet,
thence N00°13'59"E 143.49
feet, thence N89°54'27"E
100.43 feet, thence
N00°49'36"E 100.00
feet, thence N89°56'02"E
382.57 feet, thence
S00°12'19"W 195.59 feet,
thence South 70.08 feet,
thence N89°43'23"E 229.75
feet, thence N00°02'52"E
35.00 feet, thence
N89°43'02"E 208.02 feet,
thence S00°13'16"W 2.24
feet, thence N89°55'03"E
329.60 feet, thence
S00°11'49"W 1071.53 feet
to the P.O.B. Containing
55.16 acres more or less
subject to easements and
R/O of Way of Record.
All interested persons are
hereby notified that said
Petition will be heard in
the County Court of
Washington County, Ar-
kansas on the 31st day of
July, 2006, at 10:30 o'clock
am at which time you may
appear and object or
thereafter forever be
barred.
/s/ Karen Combs Pri-
chard
County Clerk
By: Reba Lenelle
Deputy Clerk
July 19, 24, 30, 2006



City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 06-2181: (Life Covenant Church, 363): Submitted by Blew, Bates & Associates for property located at 1855 Porter Road. The property is zoned R-A, Residential-Agricultural and contains approximately 1.36 acres. The request is to rezone the subject property to RSF-4, Residential Single Family, 4 units per acre.

\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director
8-18-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a


City Attorney
8-18-06
Date

Original Contract Number: n/a


Finance and Internal Service Director
8-21-06
Date

Received in City Clerk's Office
ENTERED
8/18/06


Mayor
8/21/06
Date

Received in Mayor's Office
ENTERED
8/21/06

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: August 18, 2006

Subject: Rezoning for Life Covenant Church (RZN 06-2181)

RECOMMENDATION

The Planning Commission recommended approval of the subject rezoning request from R-A to RSF-4 on approximately 1.36 acres of property located at 1855 Porter Road, north of Sycamore Street.

BACKGROUND

The 1.36 acres proposed for rezoning is part of a 5-acre tract owned by and developed for Life Covenant Church. The 1.36 acres in question is undeveloped, adjacent to I-540 and north of Sycamore right-of-way. The owner desires to subdivide the 1.36 acres for sale; however, the lot does not meet the bulk and area regulations of the R-A zoning district. Therefore, the applicant requests to rezone the property RSF-4 to proceed with the subdivision of property.

The proposed RSF-4 zoning is consistent with the land use planning objectives and principles. The property is located within an area developed for a variety of residential uses from single family homes to apartment complexes zoned RSF-4, RT-12, and RMF-24. It is unlikely that this property will ever be used for agricultural purposes and the owner is unable to subdivide the property under the R-A regulations without a variance. A rezoning to RSF-4 allows development of the property and accomplishes the goal of infill those areas within close proximity to infrastructure and utilities.

DISCUSSION

This item was heard at the regular Planning Commission on August 14, 2006. The Planning Commission voted 9-0-0 to recommend approval of this rezoning request to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT
PROPERTY DESCRIBED IN REZONING
PETITION RZN 06-2181, FOR
APPROXIMATELY 1.36 ACRES, LOCATED AT
1855 PORTER ROAD FROM R-A,
RESIDENTIAL AGRICULTURAL TO RSF-4,
RESIDENTIAL SINGLE FAMILY, 4 UNITS PER
ACRE.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the zone classification of the following described property is hereby
changed as follows:

From R-A, Residential Agricultural to RSF-4,
Residential Single Family, 4 units per acre, as
shown on Exhibit "A" attached hereto and made a
part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

ATTEST:

By: _____
DAN COODY, Mayor

By: _____
SONDRA SMITH, City Clerk

EXHIBIT "A"
RZN 06-2181

TRACT B:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN THAT IS N01°26'44"E 399.83' AND N88°53'22"W 662.19' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S01°53'25"W 389.11', THENCE N88°49'32"W 268.59' TO THE RIGHT OF WAY OF U.S. INTERSTATE #540, THENCE ALONG SAID RIGHT OF WAY: N31°28'34"E 30.23', N32°59'40"E 451.03', THENCE LEAVING SAID RIGHT OF WAY S44°00'42"E 28.75' TO THE POINT OF BEGINNING, CONTAINING 1.36 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.



PC Meeting of August 14, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Current Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: August 9, 2006

RZN 06-2181: (LIFE COVENANT CHURCH, 363): Submitted by BLEW, BATES & ASSOCIATES for property located at 1855 PORTER RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.36 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the request to rezone the property from R-A, Residential Agricultural, to RSF-4, Residential Single Family – 4 units per acre.

PLANNING COMMISSION ACTION:		Required <u>YES</u>	☒ Approved	☐ Denied
Date: <u>August 14, 2006</u>	Motion: <u>Clark</u>	Second: <u>Ostner</u>	Vote: <u>9-0-0</u>	
CITY COUNCIL ACTION:		Required <u>YES</u>	☐ Approved	☐ Denied
Date: <u>September 5, 2006 (1st reading if recommended)</u>				

BACKGROUND:

Property description: The 1.36 acres proposed for rezoning is part of a 5-acre tract owned by and developed for Life Covenant Church. The 1.36 acres in question is undeveloped. It is adjacent to I-540 and north of Sycamore right-of-way. Although this property does have frontage on public right-of-way to the south, the road is undeveloped.

Proposal: The owner desires to subdivide the 1.36 acres for sale; however, the lot does not meet the bulk and area regulations of the R-A zoning district. Therefore, the applicant requests to rezone the property RSF-4 to proceed with the subdivision of property. If ever the 1.36 acres were subdivided or developed, adequate access shall be constructed to the property either from Sycamore Street or Porter Road through the church's property.

Recommendation: Staff recommends approval of the requested RSF-4 zoning district in this location, finding that it is compatible with the surrounding uses and necessary for the development of this property.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Life Covenant Church	R-A, Residential Agricultural
South	Single-family residential Two-family residential	RSF-4 & RT-12
East	Apartment Complex	RMF-24
West	I-540 & Vacant property	I-1

INFRASTRUCTURE:

Streets: The site has access to Sycamore Street. Sycamore Street is an improved two-lane paved roadway at this property. Improvements that may be required shall be evaluated by staff as development occurs.

Surrounding Master Street Plan Streets:
South: Sycamore Street (Local)

Water: Public water is adjacent to the site. There is a 6" waterline along Sycamore. Improvements to the water system may be required dependent upon the demand placed by the future development. Water service will need to be extended within the property at the time of development.

Sewer: Sanitary sewer is available on the site. There is an 8" sewer main that runs through the site. Improvements to the sewer system may be required dependent upon the demand placed by the development. Sewer service will need to be extended to and within the property at the time of development. This property is within the Hamestring Creek Lift Station basin.

Drainage: Standard improvements and requirements for drainage will be required for the development.

Fire: The overall 4.97 acres are covered by Engine 7 located at 835 N Ruppel Road. The property is 1.9 miles from the station with an expected response time of 4 minutes. The Fire Department anticipates 5 (3 EMS – 2 Fire/Other) calls for service per year once the development is completed and maximum build-out has occurred. There are no recorded measured hydrant flows for this area. The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time to this development.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an appreciable increase in traffic danger and congestion in the area.

LAND USE PLAN: The Interim City Plan 2025 map designates this site **Residential**, and on the Sector Map it is located on the edge of the Growth Infill area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds that the proposed RSF-4 zoning is consistent with the land use planning objectives and principles. The property is located within an area developed for a variety of residential uses from single family homes to apartment complexes. To increase the density from 0.5 units per acre to four units per acre on this property is appropriate and compatible.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Although the overall property is developed for a place of worship, this 1.36 acres is vacant. It is unlikely that this property will ever be used for agricultural purposes and the owner is unable to subdivide the property under the R-A regulations without a variance or rezoning the property. The applicant has decided to proceed with the latter option. A rezoning to RSF-4 allows development of the property and accomplishes the goal of infill those areas within close proximity to infrastructure and utilities.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The zoning of this property to RSF-4 and subsequent development may result in the increase of traffic to the property. Sycamore Street and Saddlehorn Avenue are stubbed out to the property and can be the means of access to any development. The Police Department has reviewed this request and finds that it will not appreciably increase traffic congestion or danger in this area.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning would not substantially alter the population density in the area. A 1.36 acre parcel within the R-A zoning district could not be developed for residential use without a variance (1 unit per 2 acres). Five single family residential units would be permitted under the RSF-4 zoning district. Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 District Rsf-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside/Hilltop Overlay District Lot minimum width	60 ft.	70 ft.
Hillside/Hilltop Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements. Single Family Dwellings.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	5 ft.	15 ft.

(F) *Height.* Structures in this District are limited to a building height of 45 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

August 7, 2006

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

In reference to **RZN 06-2181 (LIFE COVENANT CHURCH, 363)**: Submitted by **Blew, Bates & Associates** for property located at 1855 Porter Road. The property contains approximately 4.97 acres and is zoned R-A. The request is to rezone the property to RSF-4.

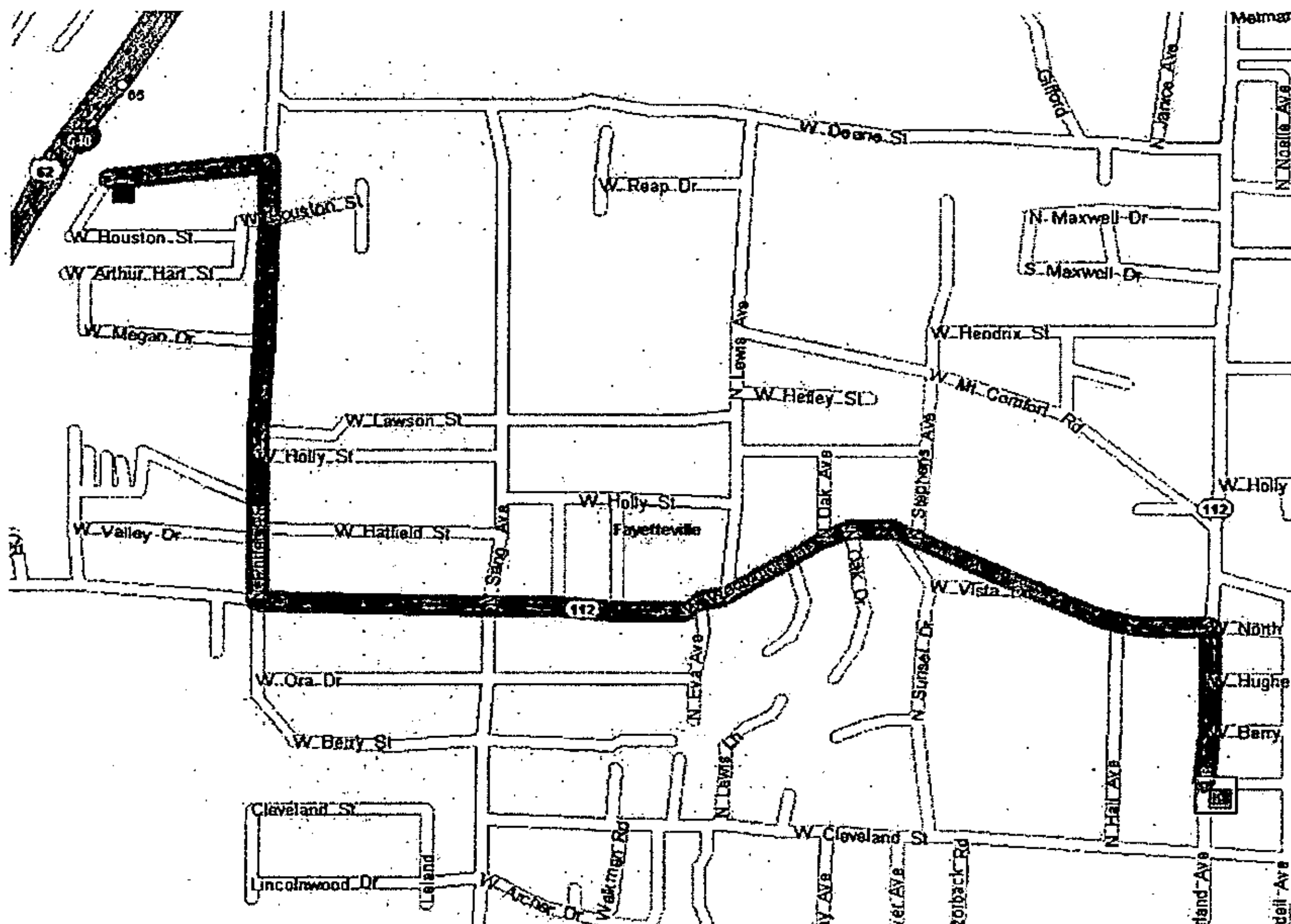
It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department

RZN06-2181

Life Covenant Church





Blew, Bates & Associates, Inc.

Engineering & Surveying

3561 No. College / Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883

SURVEY DESCRIPTION OF PROPERTY TO BE REZONED

TRACT B:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN THAT IS N01°26'44"E 399.83' AND N88°53'22"W 662.19' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S01°53'25"W 389.11', THENCE N88°49'32"W 268.59' TO THE RIGHT OF WAY OF U.S. INTERSTATE #540, THENCE ALONG SAID RIGHT OF WAY: N31°28'34"E 30.23', N32°59'40"E 451.03', THENCE LEAVING SAID RIGHT OF WAY S44°00'42"E 28.75' TO THE POINT OF BEGINNING, CONTAINING 1.36 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT

Lalun Lewis

Applicant's Signature

First submittal as!
RZN06-2181
Parcel closes
7/19/2006
TS



Blew, Bates & Associates, Inc.

Engineering & Surveying

3561 No. College / Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883

To Whom It May Concern:

The Life Covenant Church located at 1855 Porter Road wish to have the Southern 1.36 acres of their property rezoned from R-A to RSF-4 for the purpose of selling this 1.36 acres. The reason for the zoning change is to get the property out of R-A zoning and into the zoning that would fit the purposes of the proposed buyer of the 1.36 acres. The properties immediately surrounding the proposed 1.36 acres are zoned RMF-24 and this property will not be used for the purpose of permanent residences, but for a day use type facility. The traffic into and out of the proposed 1.36 acres will not be as great as the traffic into and out of the properties that surround it that are Zoned RMF-24. Water and Sewer are available in the area and are accessible, a 4" waterline exists running in Sycamore street and a sewer line exists along the East side and running through the parent tract of this property according to FAYGIS.

Bryan T. Bunch
Project Manager



Blew, Bates & Associates, Inc.

Engineering & Surveying

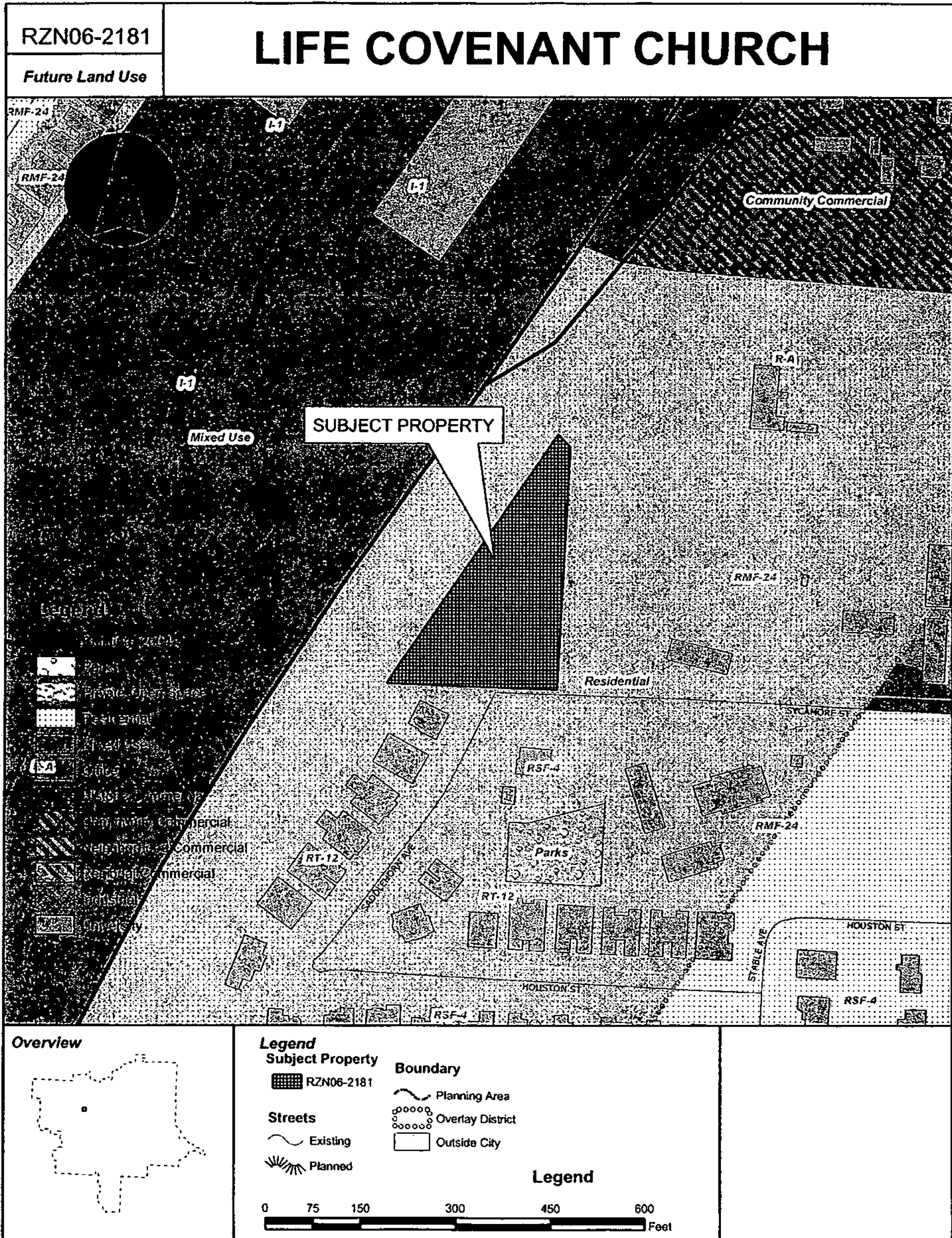
3561 No. College / Fayetteville, AR 72703
PH: 479-443-4506 * FAX: 479-582-1883

To Whom It May Concern:

The purpose of this letter is to justify why Life Covenant Church should receive consideration for rezoning a portion of their property.

- A. The proposed zoning of the portion of the Life Covenant Church is requested to be RSF-4 from R-A. The RSF-4 zoning seems to fit with the existing zoning of the adjacent parcels that exist in the area.
- B. The proposed zoning is needed for this parcel because Life Covenant Church is now zoned R-A and cannot split its property without removing this portion from the current R-A zoning.
- C. The proposed zoning will not greatly increase traffic danger and congestion in the area. The properties surrounding the proposed property are apartments and multifamily dwellings and traffic to and from them is already established.
- D. The proposed zoning will not increase population density by a substantial margin because it will only allow for one structure to be used by a single family or day use facility.
- E. It would be impractical to use the land in its current zoning because it can not exist without rezoning due to the R-A zoning requirements.

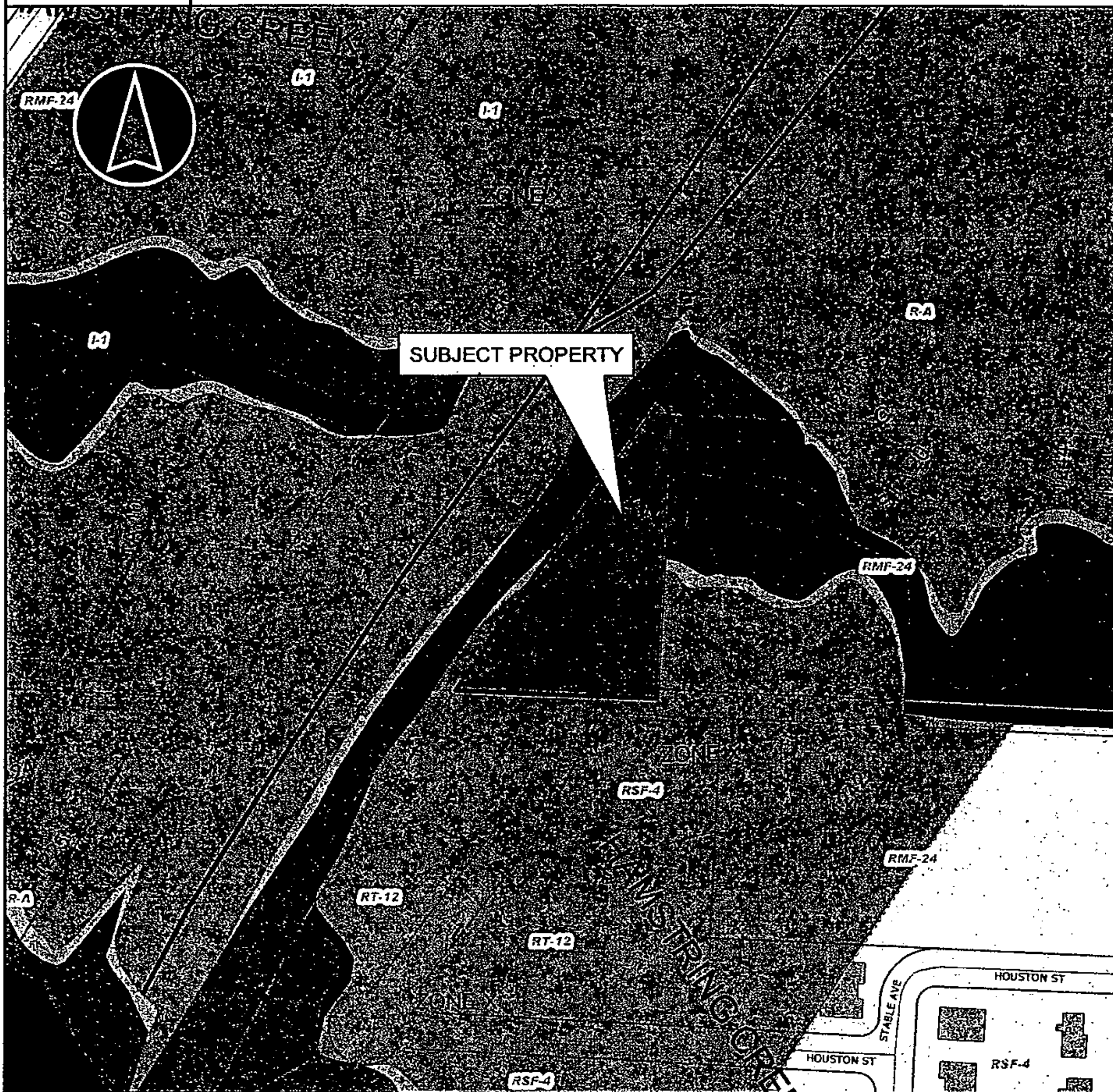
Bryan T. Bunch
Project Manager



RZN06-2181

LIFE COVENANT CHURCH

Close Up View



Overview

Legend

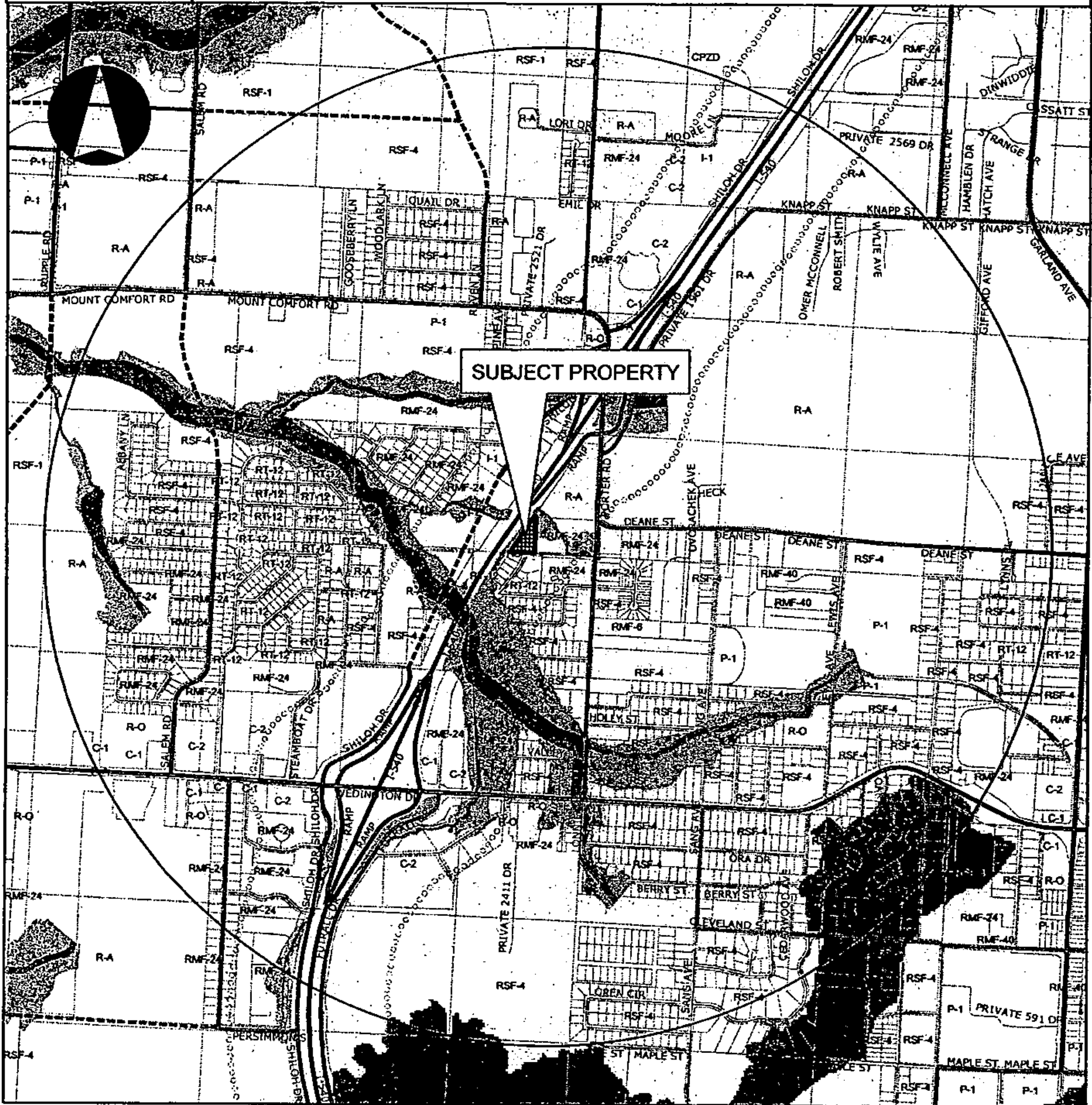
- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- - - BaseLine Profile
- Fayetteville
- Outside City
- RZN06-2181
- vector.GDB.Footprint_2004
- Hillside-Hilltop Overlay District



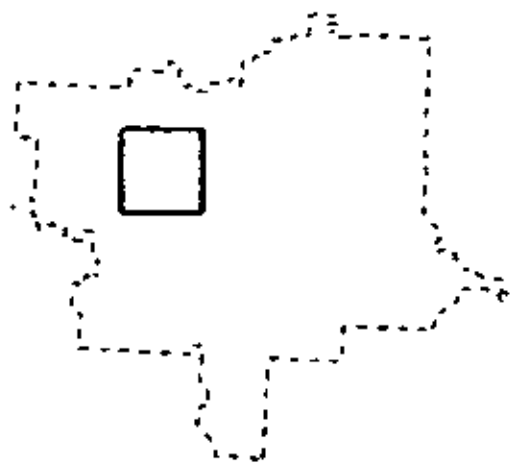
RZN06-2181

One Mile View

LIFE COVENANT CHURCH



Overview



Legend

Subject Property

RZN06-2181

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.125 0.25 0.5 0.75 1 Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C. 6
ADM 06-1959 Consolidated Landscape Ordinance
Page 1 of 50

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Current Planning
Division

Operations
Department

Action Required:

ADM 06-1959: Administrative Item (CONSOLIDATED LANDSCAPE ORDINANCE): Submitted by Planning Staff and the Urban Forester to amend Title XV: Unified Development Code of the City of Fayetteville, consolidating landscaping requirements into a new Chapter 177 Landscape Regulations and revising associated chapters accordingly.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office

ENTERED

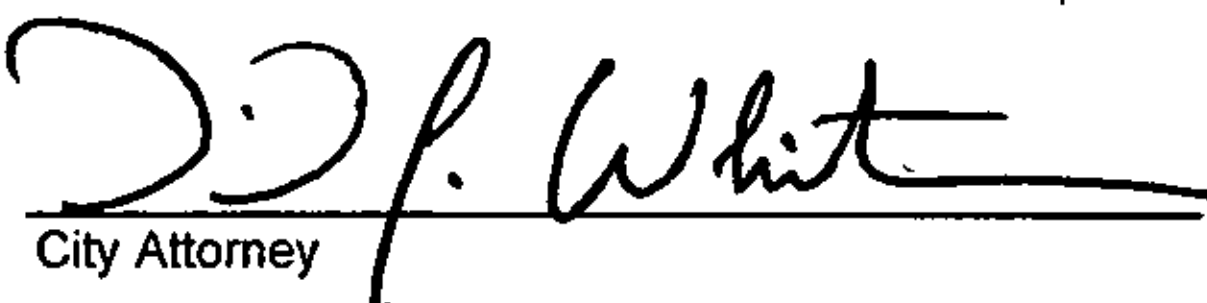
8/18/06

Received in Mayor's Office

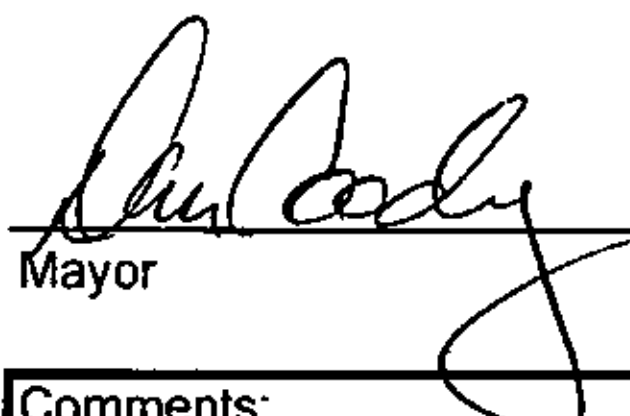
ENTERED

8/21/06


Department Director 8-18-06
Date


City Attorney 8/21/06
Date


Finance and Internal Service Director 8-21-06
Date


Mayor 8/21/06
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JCP*

Date: August 15, 2006

Subject: Amendments to the Unified Development Code to create a Consolidated Landscape Code (Ch. 177 Landscape Regulations) and revise other chapters as needed

RECOMMENDATION

Planning staff recommends approval of the attached amendments to the Unified Development Code (UDC) in order to create a consolidated landscape code and update associated landscape regulations in the UDC. Staff is recommending amendments to the following chapters of the Unified Development Code that will be impacted by the adoption of the new Ch. 177 Landscape Regulations: Chapter 151, Definitions; Chapter 152, Administration; Chapter 156, Variances; Chapter 166, Development; Chapter 172, Parking and Loading. A new chapter of the UDC is also proposed to be adopted, Chapter 177, Landscape Regulations. The following represents a summary of the amendments proposed:

Amendments Summary

Ch. 151 Definitions

- Added definitions of "aspect, caliper, stormwater facility, urban forester"
- Redefined application of Landscape Administrator/Urban Forester as common terms

Ch. 152 Administration

- Added outdoor lighting administration (not related to landscape regulations, but overlooked when outdoor lighting ordinance was adopted)
- Added Landscape Administrator/Urban Forester to administer Landscape Regulations, Ch. 177 of the UDC

Ch. 156 Variances

- Added a variance section for landscape regulations, giving findings for granting variances of landscape provisions using similar language as in other sections of the UDC

Ch. 166 Development

- Removed Ch. 166.10 Buffer Strips and Screening, relocated under 166.14, Commercial Design Standards (this subsection all refers to requirements of

screening, and we only require these when non-residential uses are proposed, so I placed it under this chapter)

- Ch. 166.14 Commercial Design Standards removed and replaced with attached "Exhibit A." I have included the strike-thru and highlighted the changed or amended language in this section. It primarily reorganizes the chapter and adds the Buffer Strips and Screening under Commercial Design Standards.

Ch. 172 Parking and Loading

- Removed a reference to a landscaped median in 172.04.D.2.a.ii (it creates a dangerous turning movement)
- Removed all of Ch. 172.07 Parking Lot Landscaping Requirements, relocated to new Ch. 177.

Ch. 177 Landscape Regulations

- Created new chapter of UDC. Some of this information is new, some replaces that removed from other chapters above. Primary new regulations are included below.
- Created purpose for Landscape Regulations in the City of Fayetteville.
- Added a requirement for a registered Landscape Architect's seal to be affixed for those landscape plans associated with Large Scale Developments/Subdivisions (see comments submitted by President of the Arkansas Chapter of the American Society of Landscape Architects and Chair of the Arkansas State Board of Landscape Architects, as well as the Arkansas State Board of Landscape Architects Act passed in 2001 Regular Legislative Session).
- Revised landscape plan submittal information to make more clear what is expected.
- Per Planning Commission amendment, added a sub-section on tree plantings based on aspect, or achieving shade by planting on the south and west sides of parking areas, etc.
- Added exemptions to certain landscaping requirements upon approval by the Urban Forester due to terrain, existing trees or other physical limitations.
- Added Street Tree Planting standards. This defines the Street Tree Planting requirements already in place for commercial and multi-family projects, and adds a requirement for one tree per lot for residential subdivisions, as well as appropriate maintenance guarantees.
- Added urban street tree standards for those projects in urban/downtown areas or those projects developing with traditional urban development standards, where buildings adjacent to the sidewalk do not allow for the 15-25 foot greenspace.
- Added two new sections, Stormwater Facilities and Landscaping for Erosion Control, both of which dovetail with the Stormwater Regulations proposed by the Engineering Division. Those trees utilized for Stormwater Facilities may also be counted as mitigation trees.

BACKGROUND

The attached documents represent a comprehensive effort put forth by Sarah Patterson, Urban Forester, the Tree and Landscape Advisory Committee and the Planning Division. Together, we have prepared a consolidated landscape ordinance for your review and adoption, which is attached. This was formally considered by the Planning Commission on

July 24 and the Ordinance Review Committee on August 09. *All public comment received thus far has been in favor of the proposed amendments.*

The purpose of this UDC amendment is twofold: 1) To consolidate the landscape requirements that are currently scattered throughout several chapters of the current code; and 2) To clarify and strengthen those areas of the current code that are out-of-date, no longer applicable, or needed to be amended to accomplish the goals of the City to create and maintain a healthy and sustainable community, among other things. You will note that there are various chapters that were required to be amended. For the most part, the existing UDC chapters contain strike-thru of existing text, information that was removed and relocated to a new Ch. 177, Landscape Regulations. The major exception to this is Chapter 166, which involved some reorganization of sub-chapters to make it read more clearly and consolidate some of the requirements under Commercial Design Standards.

Chapter 177, Landscape Regulations, is the primary product of the recommended amendments. We have taken the majority of information from the other (amended) UDC chapters and written a new Chapter 177 *Landscape Regulations* of the UDC, including some new information and requirements as seen needed. Some sections are verbatim from other chapters; others are borrowed from other chapters of the UDC; and still others are entirely new language. The ordinance you see here has been reviewed and commented on by the Tree and Landscape Advisory Committee, Planning Commission and Ordinance Review Committee, and staff has incorporated any revision comments.

Also attached is a draft of the Landscape Manual that is being updated in tandem. This is, much like the Hillside Best Practices Manual, a manual that is updated by staff to reflect best management practices. It is utilized in tandem with the Landscape and Tree Preservation regulations of the UDC, and includes installation and maintenance information, drawings and examples, standards and specifications, and vegetation lists. It is also binding, as referenced in the UDC, but to a different extent than the UDC. The maintenance of the Landscape Manual is administered by the Urban Forester, and does not require adoption by the City Council.

DISCUSSION

The Consolidated Landscape Code amendments have received favorable recommendations from the Tree and Landscape Advisory Committee, the Planning Commission and the Ordinance Review Committee.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV, UNITED DEVELOPMENT CODE, TO CONSOLIDATE LANDSCAPING REQUIREMENTS INTO A NEW CHAPTER 177: LANDSCAPE REGULATIONS; AND AMENDING OTHER CHAPTERS ACCORDINGLY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS.

Section 1. That Chapter 151, Definitions is hereby amended by inserting and deleting certain definitions as set forth in Exhibit "A," attached hereto and made a part hereof.

Section 2. That Chapter 152, Administration is hereby amended by adding subsections (J) and (K) to §152.01, as set forth in Exhibit "B," attached hereto and made a part hereof.

Section 3. That Chapter 156, Variances is hereby amended by adding a new §156.07, as set forth in Exhibit "C," attached hereto and made a part hereof.

Section 4. That §166.10, Buffer Strips and Screening is hereby repealed, and §166.14, Commercial Design and Development Standards, is repealed and replaced as set forth in Exhibit "D," attached hereto and made a part hereof.

Section 5. That § 172.04(D)(2)(a)(ii) *Two-way*, is hereby repealed, and the new language as set forth in Exhibit "E," attached hereto and made a part hereof, is inserted in its stead.

Section 6. That § 172.07, Parking Lot Landscaping Requirements, is hereby repealed.

Section 7. That Exhibit "F," attached hereto and made a part hereof, is hereby adopted as Chapter 177, Landscape Regulations, Unified Development Code.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT

EXHIBIT "A"

To be inserted in Chapter 151 Definitions:

§151.01 Definitions.

Aspect. (Landscape Regulations) The angle of exposure from sunlight as it relates to the slope of the earth, primarily south and west in this region.

Stormwater Facility. (Landscape Regulations) A facility designed to meet the requirements for stormwater management. For the purposes of this section, stormwater facilities refer primarily to detention ponds.

Urban Forester. (Tree Preservation and Protection, Landscape Regulations) The person who is responsible for the administration of Tree Preservation and Protection, Chapter 167 and Landscape Regulations, Chapter 177. Also known as Landscape Administrator.

To be removed and replaced in Chapter 151 Definitions:

Caliper. (Landscape Regulations) A measurement of general tree size taken at a point located six inches above natural ground or root ball surface.

Landscape administrator. (Tree Preservation and Protection) The person who is responsible for the administration of Tree Preservation and Protection, Chapter 167 and Landscape Regulations, Chapter 177. Also known as Urban Forester.

EXHIBIT "B"

To be inserted in Chapter 152 Administration:

§152.01 Administrators Designated.

(J) Outdoor Lighting: Zoning and Development Administrator.

(K) Landscape Regulations: Urban Forester (Landscape Administrator)

EXHIBIT "C"

To be inserted in Chapter 156 Variances:

§156.07 Landscape Regulations.

(A) The Planning Commission shall have the authority to grant a variance from the landscaping requirements prescribed by §177.

(B) *Findings.* The Planning Commission shall make the following findings:

- (1) *Minimum variance.* That the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- (2) *Harmony with general purpose.* The Planning Commission shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of the Landscape Regulations, §177, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.
- (3) *Conditions and safeguards.* In granting any variance, the Planning Commission may prescribe appropriate conditions and safeguards to ensure compliance or to protect adjacent property.
- (4) *Undue Hardship.* If the provisions of the standards within Landscape Regulations, §177, are shown by the developer to cause undue hardship as they apply to his proposed development, the Planning Commission may grant a variance to the developer from such provisions, so that substantial justice may be done and the public interest secured; provided that the variation will not have the effect of nullifying the intent and purpose of development regulations.

EXHIBIT "D"

To be removed from Chapter 166 Development:

§166.10 Buffer Strips and Screening

This Chapter subsection is being removed in its entirety.

§166.14 Commercial Design and Development Standards

This Chapter subsection is being re-adopted in its entirety.

166.14 Commercial Design And Development Standards

(A) Purposes.

- (1) To protect and enhance Fayetteville's appearance, identity, and natural and economic vitality.
- (2) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, and drainage.
- (3) To protect and preserve the scenic resources distributed throughout the city which have contributed greatly to its economic development, by attracting tourists, permanent part-time residents, new industries, and cultural facilities.
- (4) To preserve the quality of life and integrate the different zones and uses in a compatible manner.
- (5) To address the issues of traffic, safety, and crime prevention.
- (6) To preserve property values of surrounding property.
- (7) To provide good civic design and arrangement.

(B) Applicability. The standards set forth herein shall apply in the following zoning districts, except as noted:

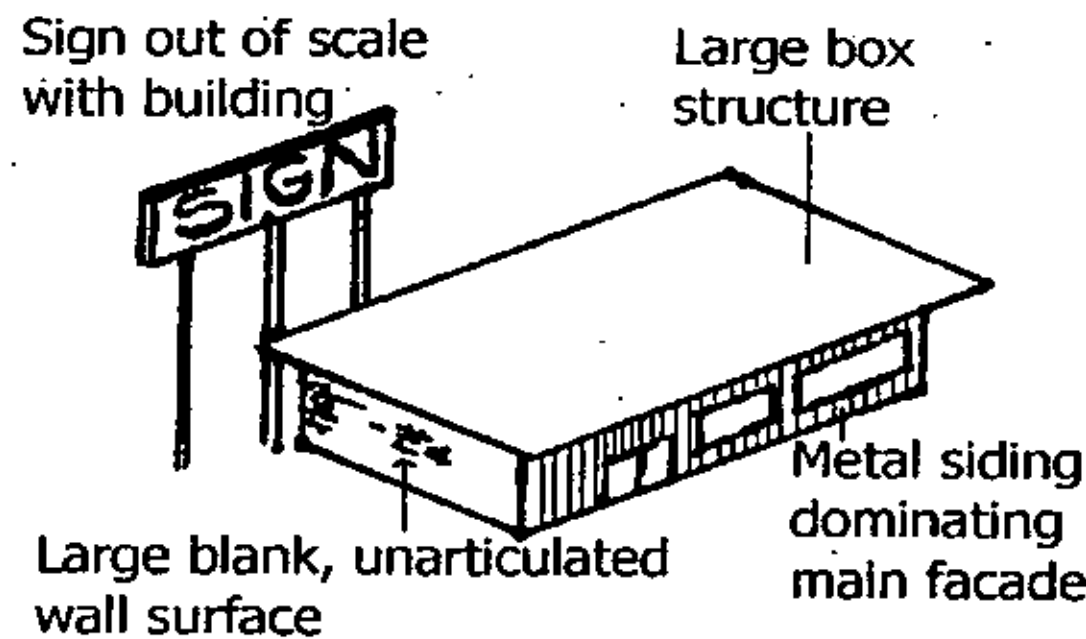
- (1) R-O, Residential Office;
- (2) C-1, Neighborhood Commercial
- (3) C-2, Thoroughfare Commercial;
- (4) C-3, Central Commercial;
- (5) C-4, Downtown;

TITLE XV UNIFIED DEVELOPMENT CODE

- (6) I-1, Heavy Commercial and Light Industrial;
 - (7) I-2, General Industrial;
 - (8) P-1, Institutional;
 - (9) E-1, Extraction;
 - (10) PZD, Planned Zoning District when commercial, office, institutional and industrial uses are planned.
 - (11) Any other zoning district when commercial, office, institutional, and industrial uses are allowed as a conditional use.
- (C) *Site development standards and Design elements for commercial structures.* The following site development standards and design element guidelines for commercial structures shall apply when either new development or expansion of 25% of the existing building square footage occurs.
- (1) The elements to avoid or minimize include:
 - (a) Unpainted concrete precision block walls;
 - (b) Square "boxlike" structures;
 - (c) Metal siding which dominates the main facade;
 - (d) Large blank, unarticulated wall surfaces;
 - (e) Large out of scale signs with flashy colors.
 - (2) *Construction and appearance design standards for commercial structures.*
 - (a) A commercial structure or development shall be designed to avoid, or minimize the elements set forth in (1)(a) – (d) above.
 - (b) A commercial development which contains more than one building should incorporate a recurring, unifying, and identifiable theme for the entire development site.
 - (c) A development should provide compatibility and transition between adjoining developments.

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Design Element Guidelines, Commercial



- (3) *Site coverage.* A maximum of 85% of the development site may be covered by the ground floor of any structure, parking lots, sidewalks, and private streets and drives or any other impermeable surface. Zoning districts C-3, C-4, and the Design Overlay District are exempt from this requirement.
- (4) *Driveways.* Shared drives and cross access between properties shall be encouraged to developed and undeveloped properties.
- (5) *Setback reduction.* Required building setbacks may be reduced in accordance with the following table where vegetation having a minimum height of one foot six inches at the time of planting and occupying 10% of the open area is installed and no off-street parking is provided in the remaining front setback. One-way drive aisles may be permitted within the setback.

C-1, C-2, and I-1 zones	From 50 feet to 25 feet
R-O zone	From 30 feet to 25 feet
I-2 zone	From 100 feet to 50 feet

- (6) *Maintenance of vegetation.* Vegetation, under the provisions of this section, shall be continuously maintained to conform to the requirements of this section.
- (7) *Fences.* The following types, height, and location of fences shall be prohibited:
- Razor and/or barbed wire.* Razor and/or barbed wire fences are prohibited if visible from the street right-of-way or a residence, unless and except barbed wire fences are used for agricultural purposes.
 - Chain link.* Chain link fence is prohibited if closer to the street than the front of the building in zoning districts C-1, C-2, C-3, C-4, and R-O. Residential uses are exempt from this requirement.

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- (c) *Height of fences in front buildings.* Fences located in front of the primary structure may be solid up to 30 inches in height. Any part of a fence which exceeds 30 inches in height shall not obstruct the view of the primary structure from the right-of-way.
- (D) *Buffer Strips and screening.* When review of a development requires the construction and maintenance of a buffer strip, fence, or screen wall as a condition for initiating and subsequently continuing any use, such buffer strip, fence, or screen wall shall be constructed and maintained on the zoning lot containing or proposed to contain such use, in accordance with provisions of this chapter. The purpose of the buffer strip shall be to provide separation and enclosure of uses; the purpose of the fence to enclose uses; the purpose of the screening wall to conceal uses.
- (1) *Landscaped area.* The buffer strip landscaped area shall consist of a strip of land at least 12 feet wide which shall be adequately landscaped with approval of the Urban Forester, entirely on the zoning lot which is required to provide the buffer strip, and so located as to serve as an effective buffer between the use required to provide the buffer strip and other property for whose protection the buffer strip is required. The buffer strip shall extend along the full length of the boundary separating the zoning lot from such other property, or from the street, as the case may be.
- (2) *Fence required.* Required fences shall be of a wood or chain link type (barbed wire not permitted) not less than six (6) feet high, constructed of good, substantial material, of first-class workmanship, and so erected as to resist wind pressure, ensure public safety, and present a neat, attractive uniform appearance.
- (3) *Screen required.* Screening shall mean a view obscuring fence, view obscuring berm, view obscuring architectural treatment, or view obscuring vegetation, or combination thereof, of sufficient height to prevent the view of the screened items from vehicular and pedestrian traffic on adjacent streets, and from residential property. Vegetation shall be planted at a density sufficient to become view obscuring within two years from the date of planting.
- (4) Mechanical and utility equipment and trash enclosures shall be screened if visible from the highway/street right-of-way or from residential property as set forth below:
- (a) *Mechanical and utility equipment.* All mechanical and utility equipment located on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening into the structure utilizing materials compatible with the supporting building. Mechanical and utility equipment over 30 inches in height shall meet building setbacks.

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- (b) *Trash enclosures.* Trash enclosures shall be screened with materials that are compatible with and complementary to the principal structure, with access not visible from the street.
- (5) Outdoor storage of material and equipment shall be screened if visible from the highway/street right-of-way or from residential property as set forth below:
- (a) At the expense of the owner or lessee of the property, and in all zones, the following uses shall be completely surrounded by a view-obscuring fence or by view obscuring vegetation, or a combination of the two, of sufficient height to prevent the view of the premises from vehicular and pedestrian traffic on adjacent streets: outdoor storage yards, including but not limited to, auto salvage yards, scrap metal yards, used furniture yard and garbage dumps.
- (b) Where vegetation is used to meet the requirements of this subsection, the vegetation shall be planted at a density sufficient to become view-obscuring within two years from the date of planting. If vegetation planted under this subsection does not become view-obscuring within two years, a view-obscuring fence shall be installed.
- (c) *Exceptions:* The outdoor display of materials or equipment solely for sale or lease, such as automobiles, seasonal garden supplies, etc. shall not be required to be screened as set forth in subsection (a) above.
- (6) *Non-residential adjacent to residential zones.* A view-obscuring fence or view-obscuring vegetation, or a combination of the two, shall be required between residential uses and all nonresidential uses (including access drives and parking lots for five (5) or more cars accessory to any use).
- (6) *Mini-storage.* At the expense of the owner of the property, all storage units and storage yards for mini-storage created under Use Unit 38 shall be required to be screened by view obscuring vegetation when the storage yards or the storage units have common property lines with any residential use or zone and when they have frontage on any public street. Vegetation used for screening purposes shall be planted at a density sufficient to become view obscuring within two years from the date of planting and it shall be the responsibility of the property owner to maintain the screening throughout the life of the use of the property as mini-storage.
- (E) *Design review.*
- (1) *Submittals.* The following drawings, information, and plans shall be submitted to the Planning Commission for design review and approval with large scale development applications, when applicable; or, submitted to the Planning Division for design review and approval with, or prior to, building permit applications for non-large scale development.

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- (a) *Elevations.* Rendered elevation drawing of all facades showing adjoining context and a description of external building materials.
 - (b) *Materials sample.* A sample of exterior materials to be used for the proposed structure that indicates texture, color and type of materials.
 - (c) *Landscaping.* Proposed landscaping to be used as screening shall be shown on the tree preservation plan and landscape plan.
- (2) *Build out.* Upon approval of a large scale development, or issuance of a building permit, build-out of the project shall conform to the drawings, information, and plans approved.
- (a) *Amendments.* Amendments to the drawings, information, and plans shall be submitted to the planning division. Amendments which are determined to be insignificant or minor may be approved by the Planning Division. Significant amendment shall be approved by the Planning Commission when approval was given through the large scale development process, or by the planning division when approval was given through the building permit process.
 - (b) *Review.* Amendments shall be considered using the same standards as the initial design approval.
 - (c) *Noncompliance.* Failure to build-out the project according to the approved drawings, information, and plans, or approved amendments thereto, shall render the large scale development approval, or the building permit approval void.
- (F) *Variances.* (See Chapter 156.)

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EXHIBIT "E"

To be amended in Chapter 172 Parking and Loading:

§172.04 Parking Lot Design Standards

(D)(2)(a)(ii) *Two-way*. For two way access, each entrance lane shall be a minimum of 12 feet wide and a maximum of 15 feet wide.

§172.07 Parking Lot Landscaping Requirements.

This Chapter subsection is being removed in its entirety.

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EXHIBIT "F"

To be adopted as Chapter 177 Landscape Regulations of the Unified Development Code:

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TITLE XV UNIFIED DEVELOPMENT CODE

**TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 177: LANDSCAPE REGULATIONS**

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CHAPTER 177: LANDSCAPE REGULATIONS

177.01 Purpose

(A) It is the purpose of this chapter to preserve and protect the health, safety, and general welfare, preserve and enhance the natural beauty of Fayetteville, and create an attractive, environmentally sound and healthy urban landscape for the residents of the City of Fayetteville to enjoy by providing for regulations of the design, planting, establishment and maintenance of spaces impacted by developmental practices.

(B) The standards found within this chapter accomplish these purposes with existing and new vegetation by:

- (1) Promoting the beautification of the City of Fayetteville and enhancing its aesthetic quality;
- (2) Promoting reasonable conservation and replenishment of valued tree canopy and vegetation;
- (3) Aiding in restoring ecological balance by contributing to air purification, oxygen regeneration, and ground water recharge;
- (4) Providing for vegetation to reduce storm water runoff and the potential damage it may create;
- (5) Achieving a meaningful urban landscape while permitting economically feasible urban development to occur.
- (6) Creating a healthy environment for Fayetteville residents, businesses, and industries;
- (7) Moderating the harmful effects of sun, wind, and temperature changes;
- (8) Buffering noise, air and visual pollution;
- (9) Screening incompatible land uses and enhancing the appearance of parking lots in all zoning districts;
- (10) Promoting energy conservation; and
- (11) Protecting and enhancing property values.

(C) *Principles.* This chapter shall be enforced according to the following principles:

- (1) Sufficient landscaping shall provide beautification, soil stability and suitable drainage.

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- (2) Trees, shrubs, groundcover and grass shall be the primary source of landscaping and shall be retained and/or placed in such a manner as to reduce water runoff and provide for safe sight distances at intersections and points of access.
- (3) The current property owner shall properly maintain all landscaping and shall replace any landscaping that dies or is damaged. Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have sixty (60) days from the receipt of written notice issued by the City of Fayetteville to remove and replace any required landscaping that dies or is damaged.
- (4) Native vegetation is preferred. Vegetation requiring minimum watering is also preferred.
- (5) Preservation is primary; therefore landscaping shall make a concerted attempt to incorporate existing on-site trees and shrubbery.
- (6) Providing outdoor spaces and places for people to gather is strongly encouraged.
- (7) The City of Fayetteville's Landscape Manual shall be used in support of this chapter to explain specific objectives and principles and to provide a resource for guidance in implementing all landscape plans.

177.02 City Of Fayetteville Tree Preservation, Protection, And Landscape Manual

The Urban Forester, in cooperation with other members of city staff, shall promulgate and periodically revise forms, procedures and regulations to implement this chapter and publish this information in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*.

(A) Copies of the *Tree Preservation, Protection, and Landscape Manual* are to be made readily available to the public and shall include, but need not be limited to:

- (1) Specific criteria for gaining city approval of landscape plans;
- (2) The format and content of reports and plans the applicant must submit to the city pursuant to this chapter;
- (3) A glossary of important terms used in this chapter;
- (4) Size and species requirements for trees planted for parking lots, screening or to meet other necessary criteria; and
- (5) Maintenance of trees (including but not limited to pruning, irrigation, and protection from disease).

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- (B) The Tree and Landscape Advisory Committee shall review and may recommend revisions to the *Tree Preservation, Protection, and Landscape Manual* at least every three years to reflect changes in arboricultural and horticultural practices, lists of preferred tree species, city policies, or the content of this chapter.

(Ord. No. 4340, 10-2-01)

177.03 Landscape Plan Requirements

- (A) *Applicability.* The provisions of this section shall apply to proposed subdivisions, large scale developments and other development as indicated below required by the Unified Development Code to go through the city's permitting process.

- (1) *Subdivisions and large scale developments.* Applicants seeking approval of proposed subdivisions and large scale developments shall submit a detailed landscape plan.
- (2) *Building permits.* Landscape plan requirements shall apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units.
- (3) *Parking lots.* Landscape plan requirements shall apply to all permit applications for the construction of parking lots with five (5) or more spaces.

- (B) *General.* The Landscape Plan required for subdivisions and large scale developments shall be prepared and sealed by a registered Landscape Architect. The Landscape Plan required for building permits and parking lots may be prepared by a landscape designer.

- (C) *Submittal of plans.* The following information shall be included with a landscape plan submittal:

- (1) The date, scale, north arrow, project name, name of Landscape Architect/designer and name of the owner/developer.
- (2) The location of property lines and the dimensions of the tract.
- (3) *Site features.*
 - a) Existing vegetation (See Tree Preservation & Protection Ordinance for specific criteria.)
 - b) The approximate center line of all existing water courses.
 - c) The location and size of existing and proposed drive aisles, streets and alleys, parking areas and other improvements to the site.

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- d) Existing and proposed utility easements and overhead utility lines on or adjacent to the lot.
 - e) Existing and proposed sidewalks on or adjacent to the lot.
 - f) Location of all existing and proposed points of access.
 - g) Existing and proposed structures on the property.
 - h) Existing topography and proposed grading.
- (4) *Proposed landscaping.* The landscape plan shall indicate the number and species of all plants, the size of each species at the time of planting, the spacing requirements for each plant, and the type of edging and mulch to be used for the planting areas.
- (5) The Planting Plan may be incorporated with the Site or Grading/Tree Preservation Plan.
- (6) *Planting details and/or specifications.* Planting and installation details are to insure compliance with all required landscaping standards.
- a) All landscaping shall be planted within areas that minimize maintenance and jeopardy of plant damage: this includes such areas as tree lawns, tree islands, urban tree wells, foundation plantings and free-standing beds.
 - b) Planting beds shall have amended soil to insure the health of the plant materials.
 - c) All new plantings shall be mulched in accordance with the guidelines established for landscape installation in the Landscape Manual.
 - d) All sod shall be removed within the planting bed and mulch shall cover the bare soil to ease maintenance.
 - e) Sod or organic mulch will be allowed in tree lawns and tree islands if no other plant material is included within these areas.
 - f) A planting bed shall be contained by edging material other than vegetation.
 - g) Planting details/specifications shall be included on the landscape plan, in accordance with the Landscape Manual.
- (7) *Size and type of plant material.*
- a) All plant material shall meet the requirements established by the American Standard for Nursery Stock.

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- b) Deciduous trees shall have a minimum of two (2) inch caliper and evergreen trees shall have a minimum height of eight (8) feet at the time of installation, unless otherwise approved by the Urban Forester.
 - c) Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more within two (2) years of installation.
 - d) Plant species installed in vehicular use areas are to be approved by the Urban Forester.
 - e) Acceptable species of trees are listed within the City of Fayetteville's Landscape Manual.
 - f) Protective fencing shall be provided for preserved trees and other vegetation during construction, as required by §167 Tree Preservation and Protection.
 - g) A description of the type of irrigation system used for each required landscape area shall be included.
 - i) An automated irrigation system is encouraged to ensure adequate moisture to plant material.
 - ii) In landscaped areas without an automated irrigation system, hose bibs (water spigots) shall be installed at a ratio of one for every one hundred (100) feet.
- (D) *Plan Review.* Upon receipt of the landscape plans, the Urban Forester shall make a recommendation to the Planning Commission or an administrative determination, as permitted by the Unified Development Code, with the following results:
- (1) Approve/Recommend the landscape plan as complying with the requirements of this chapter; or
 - (2) Approve/Recommend the landscape plan with conditions which bring it into compliance with the requirements of this chapter; or
 - (3) Reject the landscape plan as failing to comply with the requirements of this chapter.

177.04 Site Development and Parking Lot Landscape Standards

- (A) *Applicability.* A detailed landscape plan is required to be submitted for all development when either new development or expansion of 25% of the existing building square footage occurs and for all new or expanded parking lots containing five (5) or more spaces. Landscape plans shall be submitted with the application for building permit or parking lot permit. Submittals shall conform to the standards established within this chapter.

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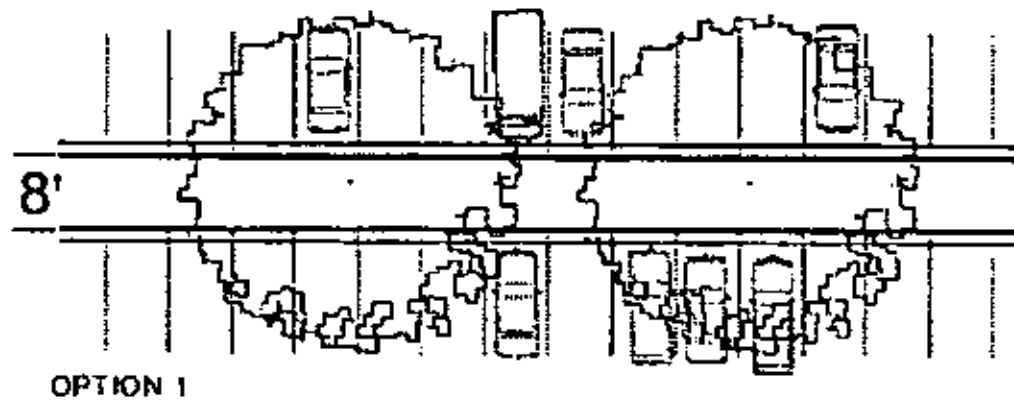
(B) *General requirements.*

- (1) *Separation of landscaped areas and vehicles.* All landscaped areas shall be protected from potential damage by vehicles by placing concrete curbs or wheel barriers adjacent to the landscaped area.
- (2) *Vehicle overhangs.* A portion of a standard parking space may be landscaped instead of paved to meet part of the landscaping requirement. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of the vehicle using the space. Landscaping may only be groundcover plants in the overhang area.
- (3) *Maintenance.* The current owner of the property shall be responsible for the maintenance of all required landscaping.
 - a) *Irrigation system.* Some method of irrigation shall be required in landscaped areas. An automated irrigation system is encouraged to ensure adequate moisture to plant material. In landscaped areas without an automated irrigation system the installation of hose bibs (water spigots), installed one for every 100 foot radius, will be required.
 - b) *Planting beds.* All landscaping shall be planted within areas designated as planting beds. Planting beds shall have amended soil to insure the health of the plant materials. All sod shall be removed within the planting bed and mulch shall cover the bare soil to ease maintenance. Sod will be allowed in tree lawns and tree islands if no other plant material is included within these areas.
 - c) *Replacement landscaping.* Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have 60 days from the receipt of written notice issued by the city to remove and replace any required landscaping that dies or is damaged.

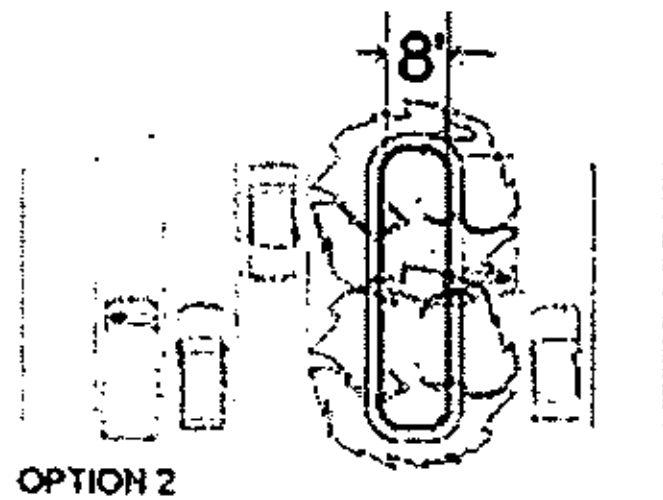
(C) *Interior landscaping requirements.*

- (1) *Amount of landscaping.* Parking lots containing ten (10) or more spaces shall be landscaped with one of the following options:
 - a) *Option 1. Narrow tree lawn.* A continuous landscape strip between rows of parking. The minimum width of a tree lawn shall be eight feet (8'); the minimum area shall be 300 square feet. One tree every 12 parking spaces or one tree every thirty linear feet, whichever provides more canopy, shall be planted with this option. Trees may be grouped or spaced within the lawn area.

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- b) *Option 2. Tree island.* The minimum width of a tree island shall be eight feet (8'); the minimum area shall be 150 square feet. One tree shall be planted for every 12 parking spaces with this option, with a maximum run of 12 parking spaces permitted without a tree island.



- (2) *Placement of trees.* Interior trees shall be placed on either side of points of access (entrance drives, exit drives) within tree islands as indicated in the Landscape Manual.

- (3) *Tree planting.* All trees planted to meet these requirements shall be deciduous shade trees. Species selection shall be chosen from the approved list of trees found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester.

- (4) *Calculation of area.* Required perimeter landscaping may not be substituted for interior landscaping. However, it is recognized that interior landscaping may join perimeter landscaping. In such cases, landscaping which extends four (4) feet or more into the parking area may be included in the calculation of interior landscaped area.

- (5) *Exceptions.* All parking lots used solely for the purpose of providing areas for the display and storage of motor vehicles for sale, lease, and rental shall be exempt from the interior landscaping requirements.

- (D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

- (1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on

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the use and location, additional landscaped area and screening may be required along property lines.

(2) *Property lines adjoining street right-of-way.*

- a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.
- b) *Design Overlay District.* Within the established boundary of the Design Overlay District, a twenty-five (25) foot wide landscaped area shall be provided along the front property line exclusive of the Master Street Plan right-of-way (§161.24). Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the twenty-five (25) foot landscaped area provided the integrity of the landscaped area is maintained.
- c) *Residential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single family residential uses shall be exempt from this requirement.
- d) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Properties developed with an urban streetscape utilizing urban tree wells as defined herein, shall be exempt from this requirement.
- e) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.
- f) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.
- g) *Perimeter planting location.* All plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required trees and shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.

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(3) *Tree Planting.*

- a) Large species trees shall be planted in the required fifteen (15) foot landscaped area containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.
- b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.
- c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.
- d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines. Species selection shall be approved by the Urban Forester.

(4) *Shrub Planting.*

- a) Parking lots adjacent to a street right-of-way shall have shrubs planted in continuous rows. A minimum of eight (8) shrubs shall be planted for every tree required in the landscape area adjacent to a right-of-way. The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Groupings of shrubs are encouraged; however, a continuous planting will be required as well. A minimum 50% of shrubs shall be evergreen.
- b) Planting locations of required shrubs shall be appropriately spaced between trees in either groups or continuous rows.
- c) Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more within two (2) years of installation.

- (5) *Ground Cover Planting.* All landscape areas shall be re-vegetated with appropriate perennial groundcover. Prior to certificate of occupancy, all bare soil shall be adequately covered in accordance with the Unified Development Code.

177.05 Street Tree Planting Standards

- (A) *Applicability.* All new developments that create or develop along a public or private street shall be required to establish street trees in accordance with the

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standards and procedures provided for in this section and the adopted policies of the Landscape Manual and Fayetteville's Tree Ordinance.

(1) All Street Tree Planting Plans shall follow the submittal criteria set forth in Ch. 177.03 Landscape Plan Requirements.

(2) *Street Tree Planting Requirements*

- a) Plans shall indicate the spacing of trees along all newly created public and private streets within the development site. At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain or existing trees make the planting of new trees impracticable. Examples include, but are not limited to:
 - i) Where the finish grade slope in the planting area between the top back of the street curb and the property line is in excess of thirty (30%) percent.
 - ii) Where bedrock is encountered within thirty (30) inches of finish grade in the planting area between the top back of the curb and the property line.
 - iii) Where existing healthy trees that are shown to be preserved within the right-of-way are in such close proximity they would prevent a new tree from establishing a full canopy when mature.
- b) Plans shall identify the species of trees to be planted, which must be selected from the Landscape Manual or otherwise approved by the Urban Forester. Street trees shall be large species canopy trees.
- c) Plans shall identify the size and quality of trees which must meet or exceed the standards adopted in the Landscape Manual.
- d) Indicate the location of all points of access (driveways, sidewalks and public & private utilities) within the proposed development. The developer shall ensure that driveways, sidewalks, utilities, etc. will not endanger the livelihood of the proposed trees, and shall plan accordingly.
- e) A Maintenance Agreement and Landscape Establishment Guarantee shall be established. All plans shall include a binding three (3) year maintenance and monitoring plan, which shall hold the developer responsible for the health of all planted trees.
- f) Approval of a Maintenance Agreement and Landscape Establishment Guarantee shall be contingent upon the Developer depositing with the City of Fayetteville one of the following: currency, bond, irrevocable letter of credit or other surety. The amount shall be equal to the estimated cost of materials and labor for all trees at the time of planting. The bond, irrevocable letter of credit or other surety must cover the entire three (3) year maintenance and

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monitoring period. The developer shall submit cost estimates to the Urban Forester for approval.

- g) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether ninety (90%) percent of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the City of Fayetteville shall release the currency, bond or letter of credit.
 - h) In the absence of such a finding, the developer shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the developer does not take remedial steps to bring the property into compliance, the City of Fayetteville shall use the necessary monies from the Landscape Establishment Guarantee to do so.
 - i) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail or lightning strikes, or through the independent actions of their parties, the developer shall be relieved of the responsibility of replanting the tree or trees so affected.
 - j) Contain such other information as may be required to reflect how the plan addresses the remaining policies within the Landscape Manual.
- (3) Street tree plantings that are above and beyond the requirements as established herein may count as on-site Tree Mitigation, with approval of the Urban Forester.
- (4) *Timing of planting.* The Urban Forester shall recommend to the Planning Commission the option that will potentially result in accomplishing the most objectives of this chapter.
- a) *Street Tree Planting with infrastructure (subdivisions only).* The developer may choose to provide a landscape plan that conforms to the regulations herein, with all landscaping along streets to be installed prior to final plat approval and acceptance of public improvements associated with the development. If planted prior to final plat approval, the developer shall provide proper measures to ensure the longevity of health of all planted trees during development of individual lots; or
 - b) *Street Tree Planting with development (subdivisions only).* The developer may choose to provide a landscape plan that conforms to the regulations herein only to the extent that future development on lots created by the subdivision shall be responsible for individual landscape plans as each lot develops.
 - c) *Street Tree Planting with concurrent development.* Where development approval is requested (large scale, building permit, parking lot permit, etc), the

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developer shall provide a detailed landscape plan that conforms to the regulation established by this chapter.

- d) Street Tree Planting Plans shall be submitted with the plans submitted for development or subdivision approval by the Planning Commission, in accordance with the options listed herein.
- e) A written description of the method(s) and time frame the project will utilize to track development of each individual lot shall be submitted by the developer to ensure the required street trees are planted and their longevity of health assured.

(B) *Street Tree Planting Plan Requirements for Proposed Residential and Non-Residential Subdivisions.*

(1) *Residential Subdivisions.* Submittals for all proposed residential subdivisions shall include a street tree planting plan at the time of final plat submittal.

- a) A minimum of one (1) two-inch caliper, large species tree per lot shall be planted.
- b) Street trees shall be planted within or along the right-of-way; where possible, between the sidewalk and the curb. Location shall be approved by the Urban Forester. Refer to the Landscape Manual for spacing requirements.

(2) *Non-Residential Subdivisions.* Submittals for all proposed non-residential subdivisions shall include a street tree planting plan at the time of final plat submittal, or in accordance with the option approved for Timing of Planting as required by this chapter.

- a) A minimum of one (1) two-inch caliper, large species tree per 30 linear feet of frontage shall be planted.
- b) Street trees shall be planted within the required landscape area. Location shall be approved by the Urban Forester. Refer to the Landscape Manual for spacing requirements.

(3) *Street Tree Planting Plan Requirements for Urban Streetscapes.* Submittals for all proposed developments that incorporate an urban streetscape, in which wide (ten feet or greater) pedestrian sidewalks are adjacent to the curb and building replace those development patterns mentioned above, shall include a street tree planting plan at the time of development submittal.

- a) A minimum of one (1) two-inch caliper, large species tree per 30 linear feet of street frontage or every 10 parking spaces, whichever provides the most trees, shall be planted with this option.

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- b) Location of trees shall be approved by the Urban Forester to ensure adequate spacing, access and visibility is maintained. To meet this goal for the public health, safety and welfare, the spacing of trees may be varied with approval of the Urban Forester.
- c) Trees shall be planted within urban tree wells. The minimum width of an urban tree well shall be four feet (4'); the minimum area shall be 16 square feet. This option is only permitted to allow trees planted within wide sidewalks, in a downtown/urban fashion.
- d) Tree wells shall be covered with either a tree grate or some form of permeable pavers, (brick or stone), to be approved by the Urban Forester.
- e) Structural soil or similar treatment shall be utilized with this option (see Landscape Manual for specifications).
- f) Street tree planting plans utilizing this option shall follow the construction procedures and details as outlined in the Landscape Manual.

177.06 Stormwater Facilities

(A) *Applicability.* All development required to install dry surface stormwater facilities (detention ponds) shall conform to the requirements herein. A landscape plan shall be submitted and approved prior to issuance of a permit or at the time of final plat (whichever is applicable). All required plantings shall be installed prior to issuance of a Certificate of Occupancy or filing of a final plat (whichever is applicable). Development that utilizes retention, underground or parking lot detention, or alternative stormwater management measures as approved by the Urban Forester and City Engineer shall not be required to meet the requirements of this chapter.

(B) *General Requirements.* It is critical that selected plant materials are appropriate for soil, hydrologic and other existing site conditions.

- (1) All plants within required stormwater facility areas shall be appropriate species selected from the Landscape Manual or approved by the Urban Forester.
- (2) The design for plantings shall minimize the need for herbicides, fertilizers, pesticides or soil amendments at any time before, during and after construction and for a long-term basis.
- (3) Plantings should be designed to minimize the need for mowing, pruning and irrigation. Grass or wildflower seed shall be applied at the rates specified by the suppliers. If plant establishment cannot be achieved with seeding by the time of substantial completion of the stormwater facility portion of the project, the contractor shall plant the area with wildflower sod, plus, container plants or some

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other means to complete the specified plantings and protect against erosion as approved by the Urban Forester.

- (4) Plantings shall not impede the primary function of the stormwater facility, as identified in the Unified Development Code. Should plantings be proposed that call into question the ability of the stormwater facility to operate to the satisfaction of the City Engineer, the developer shall provide sufficient information (calculations, etc.) for review, at the time of submittal.

(C) *Detention Ponds.* These are stormwater facilities that do not have standing water for more than a few hours per storm event. Vegetation helps improve infiltration functions, protects from rain and wind erosion and enhances aesthetic conditions.

- (1) The Stormwater Facility area is defined to be equivalent to the area of the detention basin, including the bottom and the side slopes, plus a ten (10) foot buffer around the detention basin.

- (2) The developer shall install minimum plant material quantities per 3000 square feet of the stormwater facility area as follows:

- a) One (1) evergreen or deciduous tree:

i) Evergreen trees: Minimum height of six (6) feet.

ii) Deciduous trees: Minimum caliper of one and a half (1½) inch at six (6) inches above the base.

- b) Four (4) large shrubs/small trees, three (3) gallon containers or equivalent.

- c) Six (6) shrubs/large grass-like plants, one (1) gallon containers or equivalent.

- d) Ground cover plants, one (1) per twelve (12) inches on center with triangular spacing, unless seed or sod is specified and installed.

- e) At least fifty (50%) percent of the facility shall be planted with grasses or grass-like plants, or as otherwise required by the Unified Development Code.

- f) Wildflowers, native grasses and ground covers shall be designed to require mowing no more than twice annually.

- (3) Trees planted within stormwater facilities may be utilized to meet on-site Tree Mitigation requirements, subject to approval by the Urban Forester.

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177.07 Landscaping for Erosion Control

(A) *Applicability.* Those developments requiring a grading permit shall conform to the following requirements.

(B) *General Requirements.* Erosion control measures shall be installed as soon as practical and prior to the final approval. Prior to vegetation controls, all other appropriate erosion control strategies should be in place.

(1) The faces of cut and fill slopes which measure five (5) feet or greater in vertical height shall be treated and maintained to control against erosion for the protection of the public health, safety and welfare.

(2) Landscape materials on graded slopes shall be designed to be compatible with adjacent natural vegetation and shall be suitable for the climatic, soil and ecological characteristics of the area. Non-invasive, drought tolerant materials shall be selected as approved by the Landscape Administrator.

(C) *Temporary Seeding.* Temporary Seeding is required where exposed soils are not to be fine graded for periods of twenty (20) days or more. Such areas include denuded areas, soil stockpiles, dikes, sides of sediment basins, temporary roadbanks and parking areas, storage areas, etc.

(1) Seeds shall be evenly applied.

(2) Mulching shall be used to reduce water runoff, windblow and increase moisture conditions of seedlings.

(3) Re-seeding is required in areas which fail to establish vegetation – after investigating and remediation of such failure.

(D) *Permanent Seeding.* Permanent seeding is required where disturbed areas will be permanent and where long lived vegetative cover is needed to stabilize soils. Rough graded areas which will not be brought to final grade for one (1) year or more shall also required long lived vegetative cover.

(1) In order to establish a good stand of vegetation, seedbeds shall consist of appropriate soil texture, structure, moisture, nutrient content, depth and internal drainage.

(2) Seeds shall be evenly applied.

(3) Mulching shall be used to reduce water runoff, windblow and increase moisture conditions of seedlings.

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- (4) Re-seeding is required in areas which fail to establish vegetation – after investigating and remediation of such failure.
- (E) *Sodding*. Grass sod shall be installed where disturbed areas require immediate vegetative covers or where sod is preferred to other forms of grass establishment.
- (F) *Vegetative Streambank Stabilization*. Re-vegetation shall be required where banks in creeks, streams and rivers, subject to erosion from excess runoff, have been eroded from land disturbance due to the development.
- (5) Revegetation shall be consistent with all other required erosion control measures.
- (6) Landscape materials shall be designed to be compatible with adjacent natural vegetation and shall be suitable for the climatic, soil and ecological characteristics of the area.

177.08 Timing of Installation

Required landscaping shall be installed prior to the issuance of a final Certificate of Occupancy or filing of the Final Plat, whichever development procedure is most applicable. A 90-day temporary certificate of occupancy may be issued or a final plat may be filed once the owner deposits with the city, U.S. currency or an irrevocable letter of credit in an amount equal to 150% of the estimated cost of the uninstalled plant material. The letter of credit must be from a bank or banking institution doing business within the State of Arkansas which is a member of the Federal Deposit Insurance Corporation.

177.09-177.99 Reserved



PC Meeting of July 24, 2006

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Planning Commission
FROM: Jeremy Pate, Director of Current Planning
DATE: July 17, 2006

ADM 06-1959 (Consolidated Landscape Ordinance): Submitted by Planning Staff and the Urban Forester, proposing amendments to the Unified Development Code to consolidate landscaping requirements into a new Chapter 177 and revise associated chapters accordingly.

Planner: JEREMY PATE

RECOMMENDATION:

Staff recommends the Planning Commission forward to the Ordinance Review Committee and City Council amendments to the Unified Development Code to create a Consolidated Landscape Code, *Ch. 177 Landscape Regulations*, and revise associated chapters as described herein.

PLANNING COMMISSION ACTION:		
Required	<u>YES</u>	
	☐ Approved	☐ Denied
Date: <u>June 26, 2006</u>		
CITY COUNCIL ACTION:		
Required	<u>YES</u>	
	☐ Approved	☐ Denied
Date: <u>July 18, 2006 (first reading if recommended)</u>		

BACKGROUND:

In past years, even decades, several landscaping components of the City's Unified Development Code have been amended and adopted by the City Council. Typically these new or updated ordinances have been to introduce landscaping measures for particular issues, such as large parking lots, screening for objectionable uses, tree protection, etc. By doing so, the landscape regulations are currently scattered throughout the Unified Development Code, without a coherent relationship. Staff has noted several

inconsistencies between regulations; landscaping applications that were at one time a good idea but no longer make sense to require a developer to install; items that have not been addressed with updates to other sections of the code; and so forth. This proposal is an attempt to consolidate and clarify the landscaping elements of the Unified Development Code. Its goal is to provide more clear direction for user groups, which include developers, engineers, landscape architects, urban foresters, citizens, planners and public officials. Staff hopes that the consolidation of regulations into one chapter from several others will enable users to quickly find requirements that pertain to their project or site.

The proposed amendments also include new requirements for landscaping of subdivisions and stormwater management systems (detention ponds), both of which have been brought to staff's attention by citizens and elected or appointed officials on several occasions. These provisions will not only serve to beautify our neighborhoods, but will also provide additional tree canopy, will absorb pollutants and assist in both water quality and water quantity improvements, provide erosion control and sustainable economic and environmental benefit.

Additionally, the new Chapter 177 now includes direct references to the Landscape Manual, which is simultaneously being updated to reflect up-to-date practices and procedures, helpful information for the planting and maintenance of various species, development and best management practice guidelines, and lists of preferred (and required) tree and shrub species, among other things.

Staff has attached a memo describing the proposed amendments; all of the Planning Commissioners present at the Special Planning Commission meeting Monday, July 18, 2006 received copies of the attached ordinance amendments, as well as the corresponding Landscape Manual updates. Additionally, staff placed the draft amendments on the City's website and made copies in the Planning Division available for any public comment or questions.



Arkansas State Board of Landscape Architects

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Mr. Jeremy Pate
Director of Current Planning
Planning Department
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Pate:

I am writing to comment on proposed changes to *Chapter 177: Landscape Regulations in the Fayetteville Code of Ordinances*. Specifically, my comments will refer to changes found at 177.03 *Landscape Plan Requirements, subsection (B)*. The proposed wording for this subsection states: "The Landscape Plan required for subdivisions and large scale developments shall be prepared and sealed by a registered Landscape Architect."

The Landscape Architectural Practice Act, administered by the Arkansas State Board of Landscape Architects has several sections that relate to the changes being contemplated in the Fayetteville ordinance:

Section 17-36-104. Enforcement, "It shall be the duty of all duly constituted officer of the law of this state, and all political subdivisions thereof, to enforce the provisions of this chapter..."

Section 17-36-301 states the purpose of the Act is "...to safeguard the health, safety, and welfare of the public."

Section 17-36-301 further states "No person shall perform or offer to perform either directly or indirectly, landscape architectural services or assume or use the title or designation of "landscape architect" unless the person shall have secured from the Arkansas State Board of Landscape Architects a license as a landscape architect..."

Clearly, projects of a scope and magnitude to be classified as subdivisions or large scale developments have the potential to negatively impact the health, safety, and welfare of the public and therefore Landscape Plans prepared for these developments should require the seal of a licensed landscape architect.

Thank you for the opportunity to comment on the proposed ordinance change.

Sincerely,

A handwritten signature in black ink, appearing to read "William M. Hall".

William M. Hall
Chairman
Arkansas State Board of Landscape Architects



ASLA

Arkansas Chapter
American Society of Landscape Architects
230 Memorial Hall
Fayetteville, AR 72701

13 April 2006

Mr. Jeremy C. Pate
Director of Current Planning
City of Fayetteville
125 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Pate:

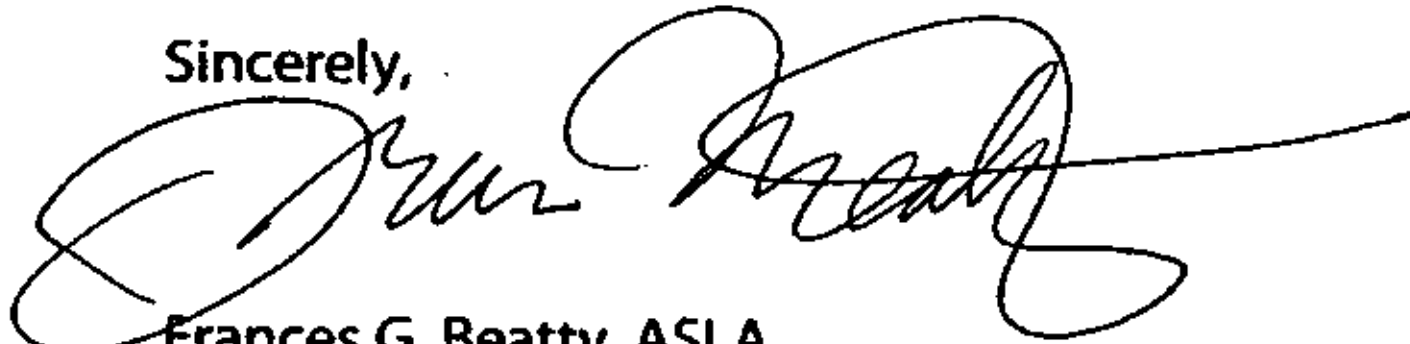
On behalf of the Arkansas Chapter of the American Society of Landscape Architects, I write in regard to the proposed revisions to the City of Fayetteville's Landscape Ordinance. Fayetteville has a strong Tree Preservation Ordinance and we believe that the Landscape Ordinance needs to uphold public health, safety and welfare issues. Specifically, the ordinance needs to require a registered Landscape Architect to prepare Landscape Plans for Large Scale Developments. The City of Little Rock passed a similar requirement as part of their landscape ordinance in 2000. It specifically states, "Developments of two acres or more must have the seal of a registered Landscape Architect."

Any new development, and its construction, requires the understanding of a variety of site engineering and landscape issues. In the current proposed wording, we strongly urge the responsible party for landscape plans change from "Landscape Architect/designer" to "Landscape Architect". In Arkansas, the State Board of Landscape Architects oversees a Practice Act, which limits the title of landscape architect and practice of landscape architecture to those who are licensed. The Arkansas Practice Act defines landscape architecture, in part, as "The determination, location, and construction of aesthetically pleasing and functional approaches and settings for features in the landscape, plantings, landscape irrigation, landscape lighting layout, landscape grading, and landscape drainage." The design of buildings, structures and facilities ordinarily included in the practice of architecture or engineering are not included. "Landscape Designer" is defined as "a person who makes plans or drawings for the selection, placement, or use of plants when the execution of such plans or drawings does not affect the public health, safety, or welfare." Inherent in urban areas and new developments are a myriad of public health, safety, and welfare issues associated with developing planting plans and specifying details.

Site development projects require a licensed professional who understands how these systems work together. By making the city's ordinance stronger, landscaping can be planned at the beginning of the project during the site planning stages rather than added as an afterthought between utility lines, storm water systems, and curbs.

We applaud your efforts to update the ordinance. Thank you for your time and please do not hesitate to contact me if you have any questions.

Sincerely,



Frances G. Beatty, ASLA
President
Arkansas Chapter
American Society of Landscape Architects

Copy: Ms. Sarah K. Patterson
Urban Forester
City of Fayetteville Parks and Recreation
113 West Mountain Street
Fayetteville, AR 72701

Mr. David Whitaker
Assistant City Attorney
City of Fayetteville
113 West Mountain
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Mr. William M. Hall, ASLA
Chair
Arkansas State Board of Landscape Architects
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Little Rock, AR 72201-3822



**Arkansas
State Board of
Landscape Architects
Act**

**101 E. Capitol, Suite 208
Little Rock, AR 72201**

Effective through 2001 Regular Legislative Session

Arkansas State Board of Landscape Architects **ACT**

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CHAPTER 36

LANDSCAPE ARCHITECTS

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CHAPTER 36

LANDSCAPE ARCHITECTS

SUBCHAPTER.

1. GENERAL PROVISIONS.
2. [ARKANSAS STATE BOARD OF LANDSCAPE ARCHITECTS.]
ADVISORY COMMITTEE FOR REGISTRATION OF LANDSCAPE ARCHITECTS.
3. LICENSING.

SUBCHAPTER 1 — GENERAL PROVISIONS

SECTION.

- 17-36-101. Title.
17-36-102. Definitions.
17-36-103. Penalties

SECTION.

- 17-36-104. Enforcement.
17-36-105. Injunctions.

17-36-101. Title.

This chapter shall be known and may be cited as the "Landscape Architectural Practice Act".

17-36-102. Definitions.

(a) As used in this chapter, unless the context otherwise requires:

(1) "Board" means the Arkansas State Board of Landscape Architects;

→ (2) (A) "Landscape architecture" means:

- (i) Any service or other work, the adequate performance of which requires landscape architectural education, training, and experience;
- (ii) The performances of professional services such as consultation, investigation, reconnaissance, research, associated planning, design, preparation of drawings, specifications, and contract documents, and responsible supervision or construction management in connection with the development of land areas or water features where, and to the extent that, the dominant purpose of such services is landscape development, preservation, and enhancement, or determination of land uses, natural land features, and functional and aesthetic values;
- (iii) The determination, location, and construction of aesthetically pleasing and functional approaches and settings for features in the landscape, plantings, landscape irrigation, landscape lighting layout, landscape grading, and landscape drainage;
- (iv) Environmental planning; and
- (v) The design of tangible objects and features necessary to the purpose outlined herein.

(B) It shall not include the design of buildings, structures, or facilities ordinarily included in the practice of architecture or engineering; and

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- (3) "Landscape designer" means a person who makes plans or drawings for the selection, placement, or use of plants when the execution of such plans or drawings does not affect the public health, safety, or welfare.
- (b) The title "landscape architect" shall be used by and shall apply only to a person who is licensed under the authority of this chapter.
- (c) This chapter shall not be construed to:
- (1) Implicitly amend the definition of "practice of engineering" in §17-30-101, or otherwise limit the scope of the practice of engineering by engineers registered with the State Board of Registration for Professional Engineers and Land Surveyors; or
 - (2) Implicitly amend the definition of "practice of architecture" in §17-15-102, or otherwise limit the scope of the practice of architecture by architects registered and licensed by the Arkansas State Board of Architects.

17-36-103. Penalties.

- (a) It shall be a misdemeanor for any person to:
- (1) Use the title of landscape architect, unless licensed under this chapter;
 - (2) Present as his or her own the license of another;
 - (3) Give false or forged evidence to the Arkansas State Board of Landscape Architects or any member thereof in obtaining a license;
 - (4) Falsely impersonate any other practitioner of like or different name;
 - (5) Use or attempt to use a license that has been revoked;
 - (6) Otherwise violate any of the provisions of this chapter; or
 - (7) Practice landscape architecture, unless duly licensed under this chapter.
- (b) Such misdemeanor shall be punishable by a fine of not less than one hundred dollars (\$100) and not more than five hundred dollars (\$500) or imprisonment for not more than one (1) year, or both.

17-36-104. Enforcement.

- (a) It shall be the duty of all duly constituted officers of the law of this state, and all political subdivisions thereof, to enforce the provisions of this chapter and to prosecute any person violating the provisions thereof.
- (b) The Attorney General or his or her assistants shall act as legal advisor to the Arkansas State Board of Landscape Architects and shall render legal assistance necessary in carrying out the provisions of this chapter. The board in its discretion may employ such other legal assistance as it may require.

17-36-105. Injunctions.

- (a) (1) The violation of any provision of this chapter and performing or offering to perform any work or service in violation of this chapter or any provision thereof is declared to constitute a nuisance and a threat to the public health, safety, and welfare and may be enjoined by the Arkansas State Board of Landscape Architects in the courts of this state, even though the violation may be punishable by fine.
- (2) The intention of this section is to provide a speedy means of protecting the public.
- (b) The board shall not be required to execute or give bond for cost, indemnity, or stay as a condition to the issuance of a restraining order or injunction, either temporary or permanent, in a court of this state.

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SUBCHAPTER 2 — [ARKANSAS STATE BOARD OF LANDSCAPE ARCHITECTS.] ADVISORY COMMITTEE FOR REGISTRATION OF LANDSCAPE ARCHITECTS.

SECTION.

- 17-36-201. Members.**
17-36-202. Meetings.
17-36-203. Officers – Quorum.
17-36-204. Powers and duties.

SECTION

- 17-36-205. Records and reports.**
17-36-206. Disposition of funds.
17-36-207. Continuing education.

17-36-201. Members.

- (a) The Arkansas State Board of Landscape Architects shall consist of five (5) voting members and one (1) nonvoting member appointed by the Governor, as follows.
- (1) Four (4) voting members shall be selected from among all landscape architects licensed and residing in the State of Arkansas;
 - (2) One (1) voting member shall be selected from recommendations furnished by the Consumer Protection Division of the Office of the Attorney General; and
 - (3) The Program Director of the University of Arkansas, School of Architecture, Program in Landscape Architecture, or his or her designee, shall be a nonvoting member.
- (b) Appointments shall be for six-year terms or, in the event of vacancies, for the period of the unexpired term of the vacancy being filled.
- (c) Each member of the board shall receive a certificate of his or her appointment from the Governor, and before beginning his or her term of office shall file with the Secretary of State his or her written oath or affirmation relative to the faithful discharge of his or her official duty.
- (d) The Governor, by due process of law, may remove any member of the board for misconduct, incompetency, or neglect of duty, or for any malfeasance in office.
- (e) Vacancies in the membership of the board shall be filled for the unexpired term by appointment by the Governor within forty-five (45) days after the member's death or resignation.

17-36-202. Meetings.

- (a) The Arkansas State Board of Landscape Architects shall hold at least two (2) regular meetings each year and such other meetings as the board deems necessary.
- (b) Special meetings shall be held at such a time and place as shall be specified by call of the chair of the board or as otherwise determined by the board.
- (c) Board meetings shall be subject to the Freedom of Information Act of 1967, §25-19-101 et seq.

17-36-203. Officers – Quorum.

- (a) The Arkansas State Board of Landscape Architects shall elect annually from its membership a chair, vice-chair, and secretary-treasurer to hold office for one (1) year.
- (b) A quorum of the board shall consist of not fewer than three (3) voting members, and no action shall be official without at least two (2) votes in accord.

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17-36-204. Powers and duties.

- (a) The Arkansas State Board of Landscape Architects may do all things necessary and convenient for carrying into effect the provisions of this chapter and may from time to time adopt necessary or desirable rules and regulations in accordance with the Arkansas Administrative Procedure Act, §25-15-201 et seq.
- (b) The board may adopt a seal with such design as it may prescribe engraved thereon.
- (c) The board may administer oaths or affirmations to witnesses appearing before the board.
- (d) After providing notice and a hearing, the board may levy civil penalties in an amount not to exceed one thousand dollars (\$1,000) for each violation against those persons found to be in violation of this chapter or rules and regulations promulgated thereunder, with each day of violation to constitute a distinct and separate offense. These penalties shall be in addition to other penalties which may be imposed by the board pursuant to this chapter.
- (e) Unless the penalty assessed under this section is paid within fifteen (15) calendar days following the date for an appeal from the order, the board shall have the power to file suit in the Circuit Court of Pulaski County to obtain a judgment for the amount of the penalty not paid.
- (f) To the extent funds are appropriated, the board may employ or contract for such staff or services as may be necessary to carry out the provisions of this chapter and put into effect the rules and regulations the board may promulgate.

17-36-205. Records and reports.

- (a) The Arkansas State Board of Landscape Architects shall keep a record of its proceedings and a register of all applications. The register shall show:
 - (1) The name, age, and residence of each applicant;
 - (2) The date of the application;
 - (3) The place of business of the applicant;
 - (4) The applicant's education and other qualifications;
 - (5) Whether or not an examination was required;
 - (6) Examination scores;
 - (7) Whether the applicant was rejected;
 - (8) Whether a license was granted;
 - (9) The date of action of the board; and
 - (10) Other information that may be deemed necessary by the board.
- (b) A transcript of the records of the board, duly certified by the board, shall be admissible in evidence with the same force and effect as if the originals were produced.
- (c) The board shall submit to the Governor an annual report of its transactions of the preceding year by June 1.

17-36-206. Disposition of funds.

- (a) The administration of this chapter shall not depend on the use of funds provided by the State of Arkansas.
- (b)
 - (1) The secretary-treasurer of the Arkansas State Board of Landscape Architects shall receive, disburse, and account for all income paid to or received by the board.
 - (2) The secretary-treasurer shall institute a system of books and financial records satisfactory to the Director of the Department of Finance and Administration and shall open an account at a bank in this state designated by the board as its official depository.
 - (3) An officer of the board shall sign all checks disbursing funds of the board as provided by board regulation.

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- (4) The secretary-treasurer shall deposit all funds of the board which he or she receives in the bank designated as the official depository within forty-eight (48) hours, excluding holidays and Sundays, after he or she receives the funds.
- (5) Any surplus funds at the end of the fiscal year may be retained by the board for future expenditures.

17-36-207. Continuing education.

- (a) The Arkansas State Board of Landscape Architects may adopt rules and regulations setting the minimum standards of continuing education to ensure that all licensed landscape architects remain informed of those technical and professional subjects which the board deems appropriate to professional landscape architectural practice.
- (b) The board may describe by rules and regulations the methods by which the minimum standards may be satisfied and may provide that failure to satisfy the minimum standards shall be grounds for non-renewal of a landscape architect's license.

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SUBCHAPTER 3 — LICENSING.

SECTION.

- 17-36-301. License or permit required.
17-36-302. Application.
17-36-303. Examination.
17-36-304. Reciprocity.
17-36-305. Fees — Penalty for nonpayment.

SECTION

- 17-36-306. Grounds for revocation.
17-36-307. Revocation proceedings.
17-36-308. Reissuance.
17-36-309. Exemptions from licensing.
17-36-310. Official seal.

17-36-301. License or permit required.

- (a) (1) No person shall perform or offer to perform either directly or indirectly, landscape architectural services or assume or use the title or designation of "landscape architect" unless the person shall have secured from the Arkansas State Board of Landscape Architects a license as a landscape architect, in the manner provided in this subchapter and shall thereafter comply with the provisions of this chapter.
- (2) It is the purpose of this chapter to safeguard the health, safety, and welfare of the public.
- (b) Every holder shall display the license or permit in a conspicuous place.

17-36-302. Application.

Application for licensure shall be on forms prescribed and furnished by the Arkansas State Board of Landscape Architects and shall contain statements under oath giving a detailed summary of the applicant's education and technical experience.

17-36-303. Examination.

- (a) It shall be required that an applicant for licensure be at least twenty-one (21) years of age, be of good moral character, and pass an examination covering the matters confronting landscape architects, which shall either be prepared by the Arkansas State Board of Landscape Architects or another entity as selected by the board.
- (b) In order to qualify for examination, the applicant must:
- (1) Hold a degree in landscape architecture from an institution accredited by an appropriate authority selected by the board and have satisfactory experience in landscape architecture of a minimum period of time as determined by the board;
 - (2) Hold a degree in a field related to landscape architecture as determined by the board and have four (4) years of experience in landscape architecture satisfactory to the board; or
 - (3) Have seven (7) years of experience in landscape architecture satisfactory to the board.
- (c) The board may require that an application be accompanied by a certificate from the Council of Landscape Architectural Registration Boards which documents that the applicant possessed the qualifications for examination as set forth in this section.
- (d) Examinations for the license shall be administered by the board or its appointed representative at least once each year, provided that applications shall have been received during the period since the last examination was given.
- (e) The board shall publish appropriate announcements and shall conduct the examinations at the times designated.

Arkansas State Board of Landscape Architects Act

17-36-304. Reciprocity.

The Arkansas State Board of Landscape Architects may provide for licensure of an applicant who is legally registered or licensed as a landscape architect in any other state whose qualifications for licensure are generally equivalent to that of Arkansas.

17-36-305. Fees — Penalty for nonpayment.

- (a) (1) Every landscape architect shall pay an annual license fee in an amount determined by the Arkansas State Board of Landscape Architects not to exceed three hundred dollars (\$300). The fee shall be due and payable annually on a date designated by the board.
- (2) (A) Each license shall expire annually on a date designated by the board, and each licensee whose license is not renewed by the board within thirty (30) days thereafter shall not perform or offer to perform any work or service as a landscape architect.
- (B) The board shall issue a renewal to each licensee who shall submit a renewal application on a form approved by and received by the board accompanied by:
 - (i) The annual license fee as provided in subdivision (a)(1) of this section; and
 - (ii) Documentation acceptable to the board of the minimum number of continuing education units as provided in §17-36-207 and by board regulation.
- (C) A landscape architect who does not renew his or her license within thirty (30) calendar days after the expiration of the prior year's license shall pay a late fee not to exceed fifty dollars (\$50.00) each month or part thereof not to exceed ninety (90) calendar days after the expiration date.
- (D) Any license not renewed within ninety (90) calendar days after the expiration date shall be void and shall not be renewed.
- (E) (i) Any landscape architect who fails to renew his or her license within ninety (90) calendar days after the expiration date thereof due to non-payment of fees or failure to comply with continuing education requirements may apply for reinstatement of his or her license.
- (ii) The application shall be accompanied by documentation of continuing education units, a reinstatement fee not to exceed five hundred dollars (\$500) per year for each year or portion thereof since the date of expiration of the license, both as determined by the board, and the annual license fee.
- (iii) The board may reinstate the license if it determines that the applicant is able to practice as a landscape architect without danger to the public health, safety, and welfare.
- (iv) Provided however, after three (3) years following the expiration date of a license which has not been renewed or reinstated by the board, the applicant may be relicensed only upon successful completion of the examination for new applicants provided in this chapter and other proof of the applicant's qualifications to practice landscape architecture as required by the board.
- (b) (1) The fees for examination and reexamination shall be the cost of the examination as determined by the board.
- (2) The application and examination administration fee shall not exceed two hundred and fifty dollars (\$250).
- (3) The fee for a duplicate certificate shall not exceed one hundred dollars (\$100).
- (c) The board may provide for issuing of emeritus licenses at an annual fee and subject to conditions as determined by the board to landscape architects who are at least sixty-five (65) years of age, have retired, and do not practice landscape architecture.

Arkansas State Board of Landscape Architects Act

17-36-306. Grounds for revocation.

The examining body shall have the power to deny, suspend or revoke the license of any landscape architect upon proof:

- (1) That the holder of the license is practicing in violation of this chapter or in violation of the proper rules and regulations of the Arkansas State Board of Landscape Architects governing this chapter;
- (2) That the license or certificate has been obtained by fraud or misrepresentation or the person named therein has obtained it by fraud or misrepresentation;
- (3) That any money, except the regular fees provided for, has been paid for the license or certificate;
- (4) That the holder of the license or certificate is falsely impersonating a practitioner or former practitioner of a like or different name or is practicing under an assumed or fictitious name;
- (5) That the holder of the license or certificate has been guilty of a felony;
- (6) That the holder of the license or certificate has been guilty of fraud or deceit or of gross negligence or misconduct in the practice of landscape architecture;
- (7) That the holder of the license or certificate affixed, or permitted to be affixed, his or her seal or name to any plans, specifications, drawings, or related documents which were not prepared by the holder or under his or her responsible supervisory control;
- (8) That the holder of the license or certificate has been adjudged mentally incapable by a court of competent jurisdiction;
- (9) That the holder of the license has committed gross unprofessional conduct; or
- (10) That the holder of the license has:
 - (A) Had a professional license suspended or revoked.
 - (B) Had imposed other disciplinary action by a regulatory body of another state for any cause other than failure to pay applicable fees; or
 - (C) Surrendered or did not renew a professional license after the initiation or any investigation or proceeding by such a body.

17-36-307. Revocation proceedings.

- (a) (1) Any person may prefer charges of fraud, deceit, gross negligence, incompetency, or misconduct against any licensee. The charges shall be:
 - (A) In writing,
 - (B) Sworn to by the person making them; and
 - (C) Filed with the Arkansas State Board of Landscape Architects.
- (2) On its own motion, the board may initiate a proceeding against a licensee.
- (b) All charges deemed worthy of consideration by the board shall be investigated by the board.
- (c) (1) Where the board determines that there is sufficient evidence of a violation of this chapter or board regulations, the board may conduct a hearing.
- (2) The board will conduct any such hearing pursuant to the Arkansas Administrative Procedure Act, §25-15-201 et seq.
- (d) If after hearing the board finds that the individual has violated applicable law, the board may impose any one or more of the following sanctions:
 - (1) Suspension, revocation, or denial of the license or renewal thereof,
 - (2) A civil penalty as provided in §17-36-204;
 - (3) Require completion of appropriate educational programs or courses;
 - (4) Require successful completion of the licensing examination;
 - (5) Place conditions or restrictions upon the licensee's license or practice; or

Arkansas State Board of Landscape Architects Act

- (6) Such other requirements or penalties as may be appropriate to the circumstances of the case and which would achieve the desired disciplinary purposes.

17-36-308. Reissuance.

The Arkansas State Board of Landscape Architects for reasons it may deem sufficient may reissue a license to any person whose license has been suspended, revoked, or surrendered after receipt of a complaint or the initiation of any investigation, providing that no charges of violation of this chapter are pending in any court of record in this state and that three (3) or more members of the board vote in favor of reissuance.

17-36-309. Exemptions from licensing.

- (a) The following are exempt from licensing under this chapter:
- (1) The practice of landscape architecture by any person, who acts under the supervision of a licensed landscape architect or by an employee of a person lawfully engaged in the practice of landscape architecture and who, in either event, does not assume responsible charge of design or supervision;
 - (2) The practice of landscape architecture by employees of the United States Government while engaged in the practice of landscape architecture within this state on behalf of the United States Government.
 - (3) The practice of landscape architecture by employees of the state or a municipal government while providing services for the governmental employer's facilities;
 - (4) The practice of planning as customarily done by regional and urban planners;
 - (5) The practice of arborists, foresters, gardeners, nurserymen, landscape contractors, home builders, floriculturists, ornamental horticulturists, landscape designers, irrigation designers, and irrigation contractors performing their respective trades or professions; and
 - (6) The practice of architecture or engineering as defined by the laws of this state.
- (b) None of the persons referred to in subsection (a) of this section shall use the title of landscape architect without complying with the provisions of this chapter.

17-36-310. Official seal.

Upon licensure, each licensee under this chapter shall obtain a seal of such design as the Arkansas State Board of Landscape Architects shall authorize and direct. Plans and specifications prepared by, or under the supervision of a licensed landscape architect shall be stamped with this seal during the life of the landscape architect's license. It shall be unlawful for anyone to stamp or seal any documents with the seal after the license of the landscape architect named thereon has expired or has been surrendered, suspended, or revoked.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

C. 7
ADM 06-2227 Paradise Point
Page 1 of 10

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

ADM 06-2227 (Paradise Point): Submitted by Kim Fugitt for property located west of Crossover Road (Hwy 265). The property is zoned R-PZD 05-1734 and contains approximately 1.55 acres. The request is to amend the density and land area per dwelling unit in the approved Residential Planned Zoning District zoning criteria.

\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

8-18-06
Date

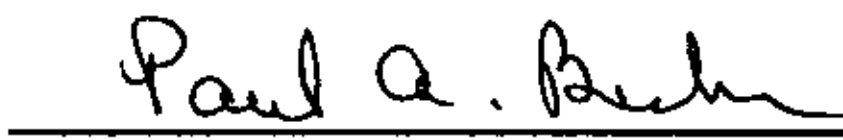
Previous Ordinance or Resolution #

Original Contract Date:

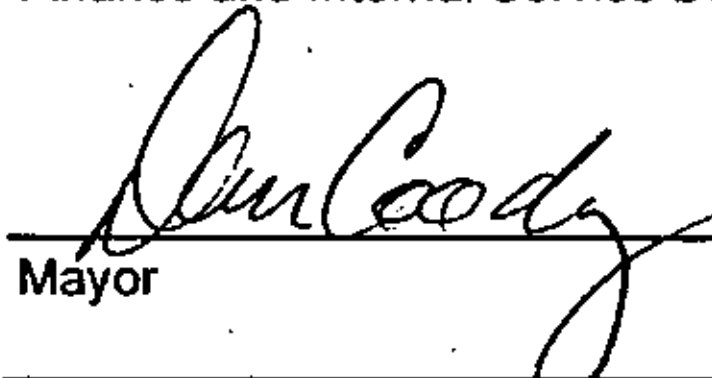
Original Contract Number:


City Attorney

8-18-06


Finance and Internal Service Director

8-21-06
Date


Mayor

8/21/06
Date

Received in City Clerk's Office

ENTERED
8/18/06

Received in Mayor's Office

ENTERED
8/18/06
AT

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning &

Date: August 16, 2006

Subject: Amendment to Residential Planned Zoning District for Paradise Point (R-PZD 06-1976)

RECOMMENDATION

Planning Staff recommends approval of an ordinance amending Residential Planned Zoning District (R-PZD 05-1734) for Paradise Point. The amendment would modify the density from 7.8 units per acre to 10.4 units per acre and allow the addition of four units to the proposed structure.

BACKGROUND

The subject property consists of approximately 1.55 acres located west of Crossover Road and south of the UAMS Campus. On November 28, 2005, the Planning Commission voted 9-0-0 to recommend forwarding a rezoning and large scale development approval for a mixed use development within a unique R-PZD zoning district to the City Council. The City Council approved the R-PZD on January 3, 2006 with all conditions and recommendations made by the Planning Commission.

The zoning criteria for the property permits a density of 7.8 units per acre and a land area per dwelling unit of 5,625 square feet (for 2 bedroom units). The applicant was granted approval to construct 12 units with 2 bedrooms per unit, which complies with the density and land area requirements within the unique zoning criteria for this project. Grading of the property is in process and the applicant is in the process of finalizing building permit plans. The applicant proposes to increase the total number of units from 12 to 16 by converting 4 2-bedroom units to 8 1-bedroom units. The number of bedrooms, ratio of residential to commercial space, and the building foot print will not change. As a result of the modified density, the land area per dwelling unit requirement will also change.

The modifications are as follows:

Regulation	Approved	Proposed
Number of Units	12	16
Number of Bedrooms	24	24
Density	7.8 units/acre	10.4 units/acre
Land Area per Dwelling Unit (1 bedroom)	N/A	2,810 square feet
Land Area per Dwelling Unit (2 bedroom)	5,625 square feet	5,620 square feet

DISCUSSION

Staff recommends approval of the modified density and land area per dwelling unit requirements. The total number of bedrooms will not change. The increase in number of units will not negatively affect the traffic, parking ratios, or the mixed-use nature of the development.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 05-1734, PARADISE POINT, LOCATED WEST OF CROSSOVER ROAD (HWY 265), CONTAINING APPROXIMATELY 1.55 ACRES, MORE OR LESS, TO REFLECT REVISED DENSITY AND LAND AREA PER DWELLING REQUIREMENTS AS DESCRIBED AND DEPICTED HEREIN.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the change in density from 7.8 units per acre to 10.4 units per acre is hereby approved and reflected in the Planned Zoning District approval zoning criteria for R-PZD 05-1734, as shown in Exhibit "B" attached hereto and made a part hereof.

Section 2. That the change in land area per dwelling unit from 5,625 square feet per 2-bedroom unit to 2,810 square feet per 1-bedroom unit and 5,620 square feet per 2-bedroom unit is hereby approved and reflected in the Planned Zoning District approval zoning criteria for R-PZD 05-1734, as shown in Exhibit "B" attached hereto and made a part hereof.

Section 3. That the approvals and conditions for R-PZD 05-1734 (Paradise Point) as passed and approved by the City Council on January 03, 2006 with Ordinance #4813 and amended on March 21, 2006 with Ordinance #4846 shall not be modified in any way with the exception of the revisions to the density and land use per dwelling unit as described and depicted herein.

Section 4. That this ordinance shall take effect and be in full force at such time as all of the requirements of the Planned Zoning District have been met.

Section 5. That the Planned Zoning District ordinance and official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 and 2 above.

PASSED and APPROVED this ___ day of ___, 2006.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

EXHIBIT "A"
MDP R-PZD 05-1734

LOTS 1 AND 2 OF FINAL PLAT OF SEXTON POINT, PLAT RECORD 13-23, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N02°25'36"E 184.24 FEET;
THENCE S88°07'29"E 10.49 FEET;
THENCE N02°11'58"E 4.23 FEET;
THENCE S87°38'29"E 55.34 FEET;
THENCE S23°38'06"E 99.87 FEET;
THENCE S86°00'07"E 248.30 FEET TO THE WEST RIGHT-OF-WAY OF ARKANSAS HIGHWAY 265;
THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING THREE COURSES: THENCE 134.67 FEET ALONG A CURVE TO THE RIGHT HAVING A 914.93 FOOT RADIUS AND A S10°53'03"W 134.55 FOOT CHORD;
THENCE S15°14'01"W 122.74 FEET;
THENCE 45.11 FEET ALONG A CURVE TO THE LEFT HAVING A 1175.73 FOOT RADIUS AND A S13°38'43"W 45.10 FOOT CHORD;
THENCE LEAVING SAID WEST RIGHT-OF-WAY N86°33'20"W 40.99 FEET;
THENCE N28°47'51"W 234.05 FEET;
THENCE N85°55'23"W 139.87 FEET TO THE POINT OF BEGINNING,
CONTAINING 1.55 ACRES, MORE OR LESS.

EXHIBIT "B"
MDP R-PZD 05-1734

Revised bulk and area regulations for R-PZD 05-1734:

(A) *Proposed Uses.*

Permitted uses

Use Unit 1	City-wide uses by right
Use Unit 2	City-wide uses by conditional use permit
Use Unit 5	Government Facilities
Use Unit 12	Offices, studios, and related services
Use Unit 15	Neighborhood Shopping Goods
Use Unit 16	Shopping Goods
Use Unit 17	Trades and Services
Use Unit 24	Home occupations
Use Unit 25	Professional Offices
Use Unit 26	Multi-family Dwellings

Conditional Uses

Unit 2	City-wide uses by conditional use permit
Use Unit 13	Eating Places
Use Unit 36	Wireless Communication Facilities

(B) *Density.*

Units per acre	10.4
----------------	------

(C) *Bulk and area regulations.*

Lot minimum width	40 feet
Lot area minimum	1.55 acres
Land area per dwelling unit (1 bedroom)	2,810 square feet maximum
Land area per dwelling unit (2 bedroom)	5,620 square feet maximum

(E) *Setback requirements.*

Front	50 feet
Side	3 feet
Rear	3 feet

(F) *Height.* 35' maximum height

(G) *Building area.* 19.9% of site

WILLIAM KIM FUGITT, AIA

August 17, 2006

JEREMY PATE
CITY PLANNER
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR. 72701

RE: PARADISE POINT MIXED USE PROJECT, CROSSOVER RD.

MR. PATE,

PLEASE FIND THIS LETTER REQUESTING A REVISION TO THE SCOPE OF THE REFERENCED PROJECT.

CURRENTLY, THE PROJECT HAS BEEN APPROVED WITH 26,675 GROSS SQUARE FEET. 12,137.5 S.F. HAVE BEEN APPROVED FOR COMMERCIAL TYPE USES AND THE REMAINING 14,537.5 S.F. HAVE BEEN APPROVED FOR 12-2 BEDROOM/2 BATHROOM APARTMENTS. PARKING SPACES FOR THE PROJECT HAVE BEEN BASED ON THE SQUARE FOOTAGES OF THE COMMERCIAL AREA AND THE NUMBER OF BEDROOMS IN THE MULTI-FAMILY AREAS.

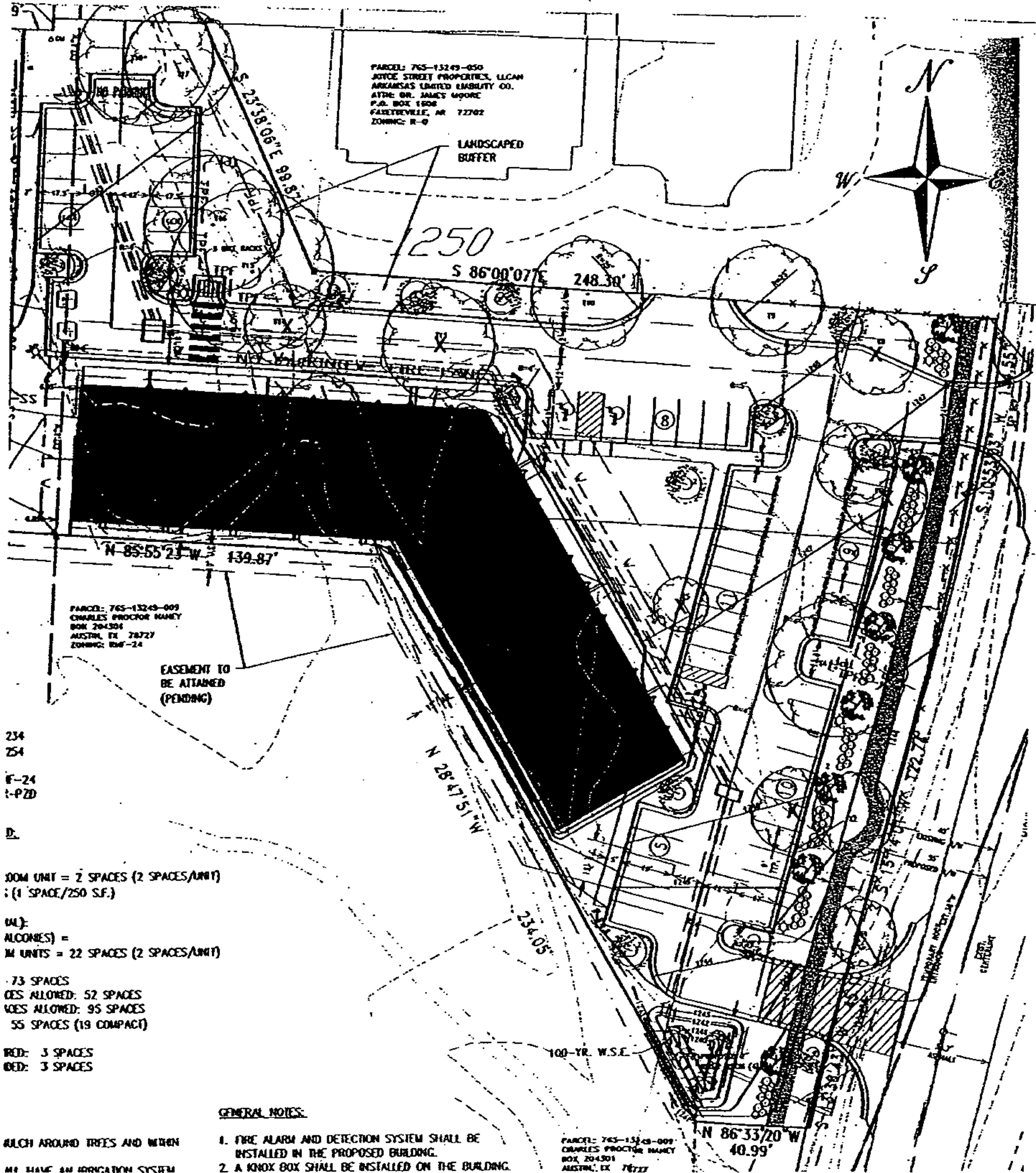
THE OWNER REQUESTS A REVISION IN THE NUMBER OF APARTMENT UNITS. THE INTENT IS TO REVISE THE PLAN SUCH THAT 4 OF THE 2 BEDROOM/2 BATH UNITS WILL BE CONVERTED INTO 8-1 BEDROOM/1 BATH UNITS. THE FOOTPRINT AND SETBACKS DO NOT CHANGE, THE GROSS SQUARE FOOTAGE OF THE BUILDING DOES NOT CHANGE, THE SQUARE FOOTAGE RATIO OF COMMERCIAL/RESIDENTIAL AREAS DO NOT CHANGE AND THE NUMBER OF BEDROOMS IN THE PROJECT DOES NOT CHANGE. AS SUCH, THE PARKING REQUIREMENTS DO NOT CHANGE. THE EXTERIOR OF THE BUILDING DOES NOT CHANGE.

IF THERE IS ADDITIONAL INFORMATION YOU REQUIRE, PLEASE CALL OR E-MAIL AT kim.fugitt@fugittarc.com. PLEASE INFORM ME AS TO WHEN THIS REQUEST WILL BE BROUGHT BEFORE THE PLANNING COMMISSION AND/OR CITY COUNCIL.

RESPECTFULLY,

WILLIAM KIM FUGITT, AIA
PROJECT ARCHITECT

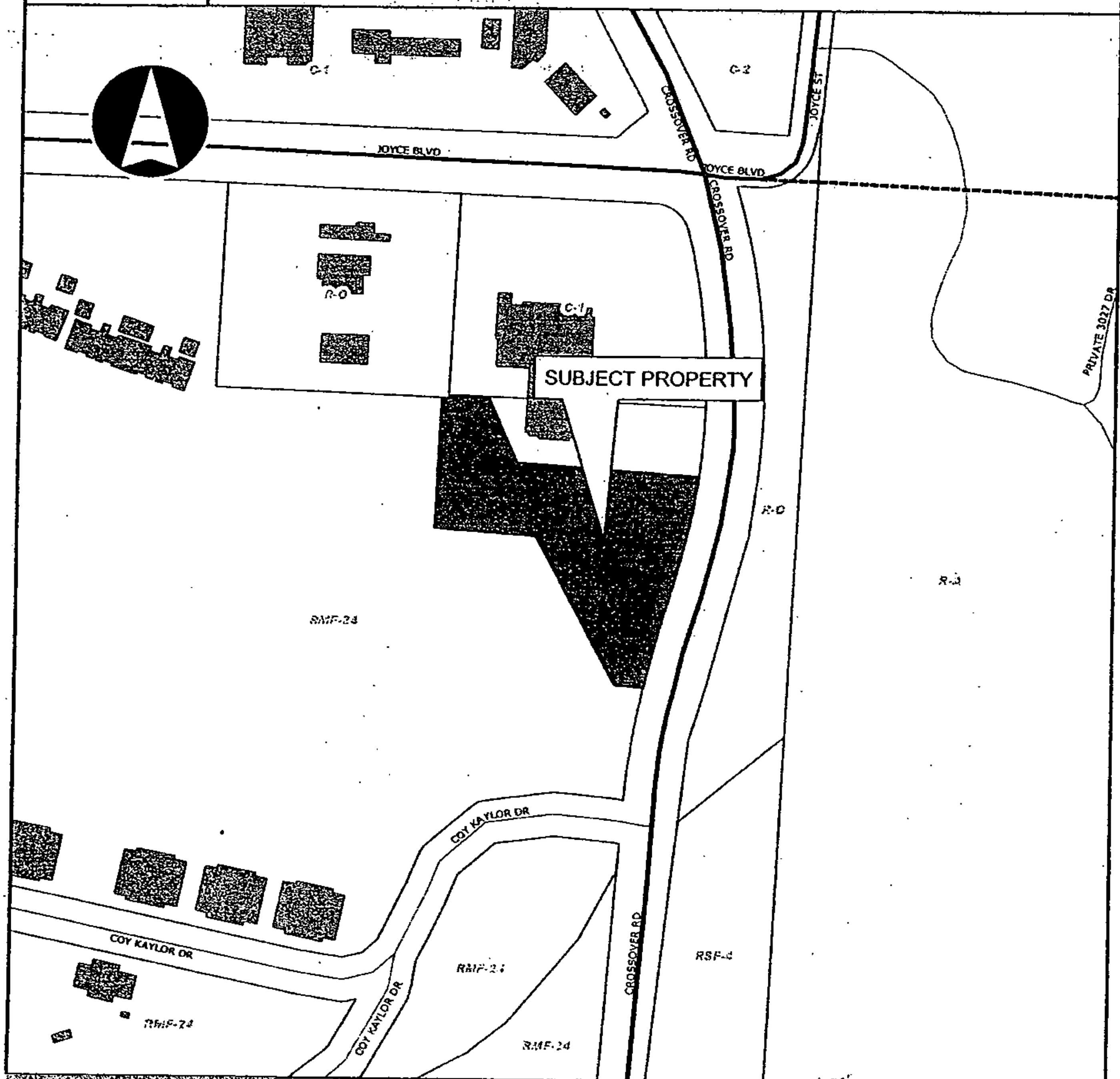
Paradise Point Site Plan



RPZD05-1734

Close Up View

PARADISE POINT



Legend

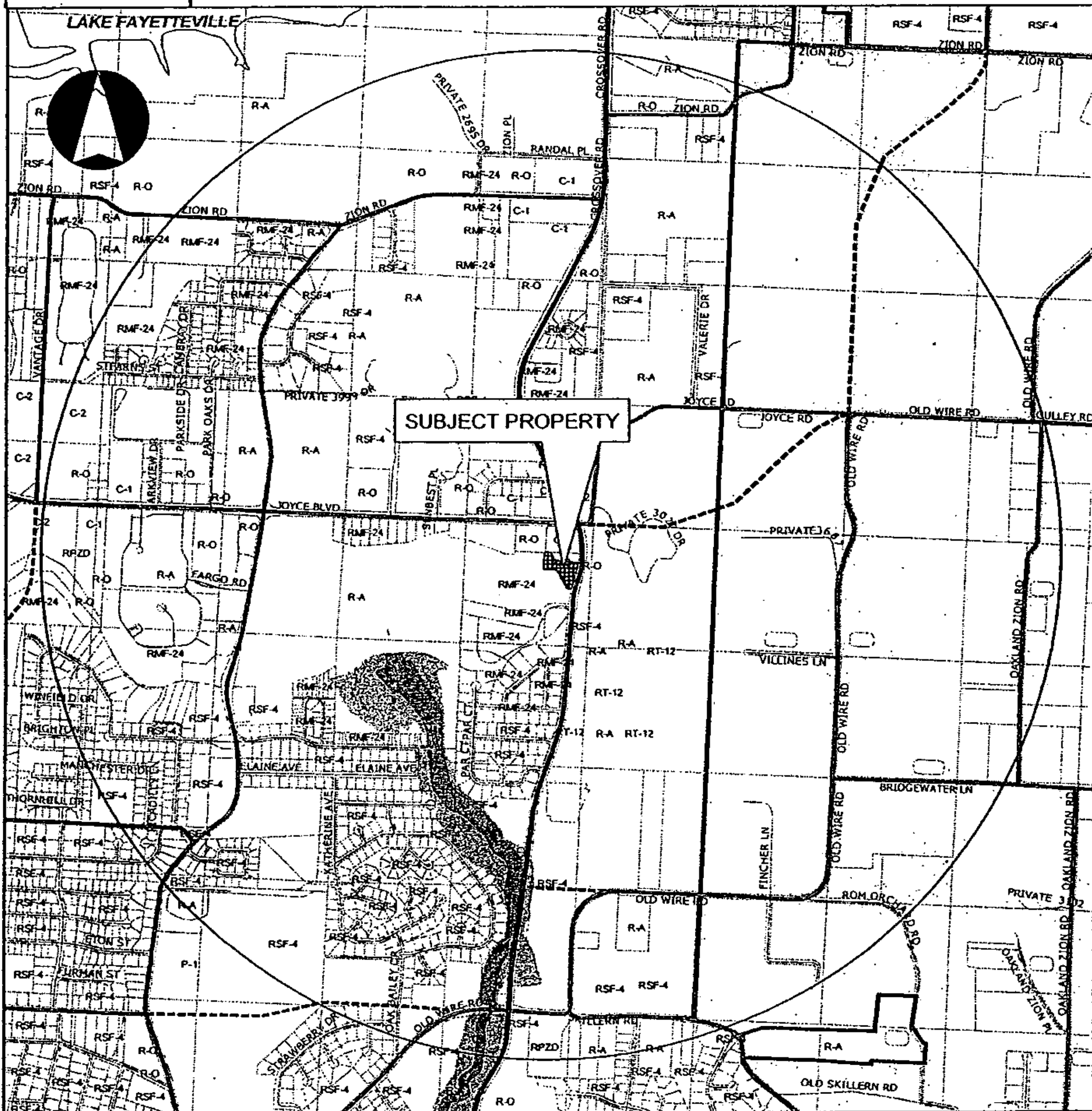
- Overlay District
- FLOODWAY
- 100 YEAR
- 500 YEAR
- LIMIT OF STUDY
- BaseLine Profile
- Fayetteville
- Outside City
- RPZD05-1734
- vector.GDB.Footprint_2004

0 75 150 300 450 600 Feet

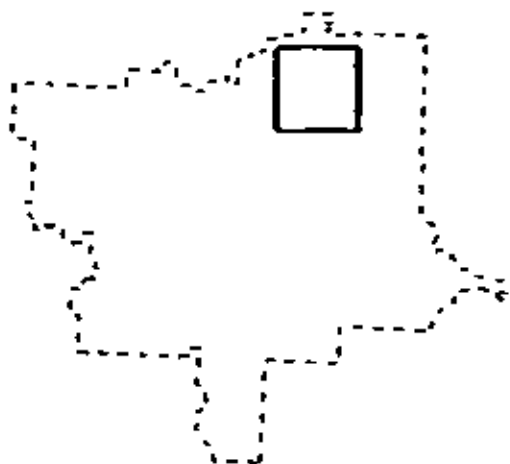
RPZD05-1734

One Mile View

PARADISE POINT



Overview



Legend

Subject Property
RPZD05-1734

Boundary

Planning Area
Overlay District
Outside City

Legend

0.0 0.125 0.25 0.5 0.75 1 Miles

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Sep-06
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

ADM 06-2228 (East Square Development) Approval of a resolution allowing encroachment into the City's right-of-way for the purpose of constructing a basement on the south side of the East Square Development project into Mountain Street.

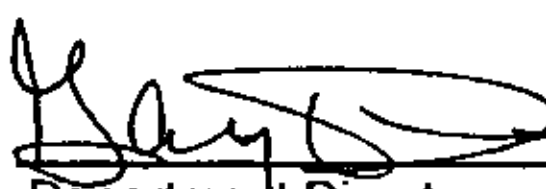
\$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

8-18-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

8-18-06


Finance and Internal Service Director

8-21-06
Date

Received in City Clerk's Office

ENTERED

8/18/06

Received in Mayor's Office

ENTERED

8/18/06

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JCP*

Date: August 18, 2006

Subject: Basement Encroachment on East Square Development (ADM 06-2228)

RECOMMENDATION

Planning Staff recommends approval of a resolution allowing encroachments into the City's right-of-way for the purpose of constructing a basement on the south side of the East Square Development project on Mountain Street in downtown Fayetteville.

BACKGROUND

The East Square Development project is located on College Avenue between Mountain and Center Streets just east of the square in downtown Fayetteville, and is the site of the old Mountain Inn that has been demolished in the past year. As part of the new Renaissance Hotel being built at this site, the applicant would like extend a basement ten feet from the hotel under the sidewalk along Mountain Street.

During the construction planning for the Renaissance Hotel it was determined that a laundry facility was needed in the basement. Access to the basement for laundry equipment installation/replacement is required through an areaway which will allow oversized equipment that does not fit in elevators or stairways. This areaway would be built below the sidewalk on Mountain Street as shown on the attached drawings. The areaway would be uninhabited space exclusively for equipment access and would be open to the basement of the hotel. This areaway would be capped by a 5" thick pre cast panel with an architectural finish to match the adjacent sidewalk. When it becomes necessary to replace laundry equipment, the sidewalk panels will be lifted out by embedded flush hardware. The pre cast panels will be flush with the sidewalk and will not impede pedestrian traffic.

Because of the tight site limitations in this urban area the only space for this access is on the south side of the hotel as proposed. The areaway will encroach approximately ten feet into the existing right-of-way for Mountain Street. The approved parking garage to the west has an approximately 50% greater encroachment into Mountain Street. Because the requested encroachment is fully below grade no visible changes from the street would occur.

BUDGET IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION FOR ADM 06-2228 APPROVING ENCROACHMENTS INTO THE CITY'S RIGHT-OF-WAY FOR THE PURPOSE OF CONSTRUCTING A BASEMENT ON THE SOUTH SIDE OF THE EAST SQUARE DEVELOPMENT PROJECT INTO MOUNTAIN STREET, AS DESCRIBED AND DEPICTED IN THE ATTACHED EXHIBIT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves encroachments into the City's right-of-way for the purpose of constructing a basement on the south of the East Square Development project into Mountain Street, as requested by East Square Development, LLC. Plans for the basement are attached hereto marked Exhibit "A," and made a part hereof.

Section 2. Placement of the basement shall be approved by the City.

PASSED and APPROVED this ____ day of _____, 2006.

APPROVED:

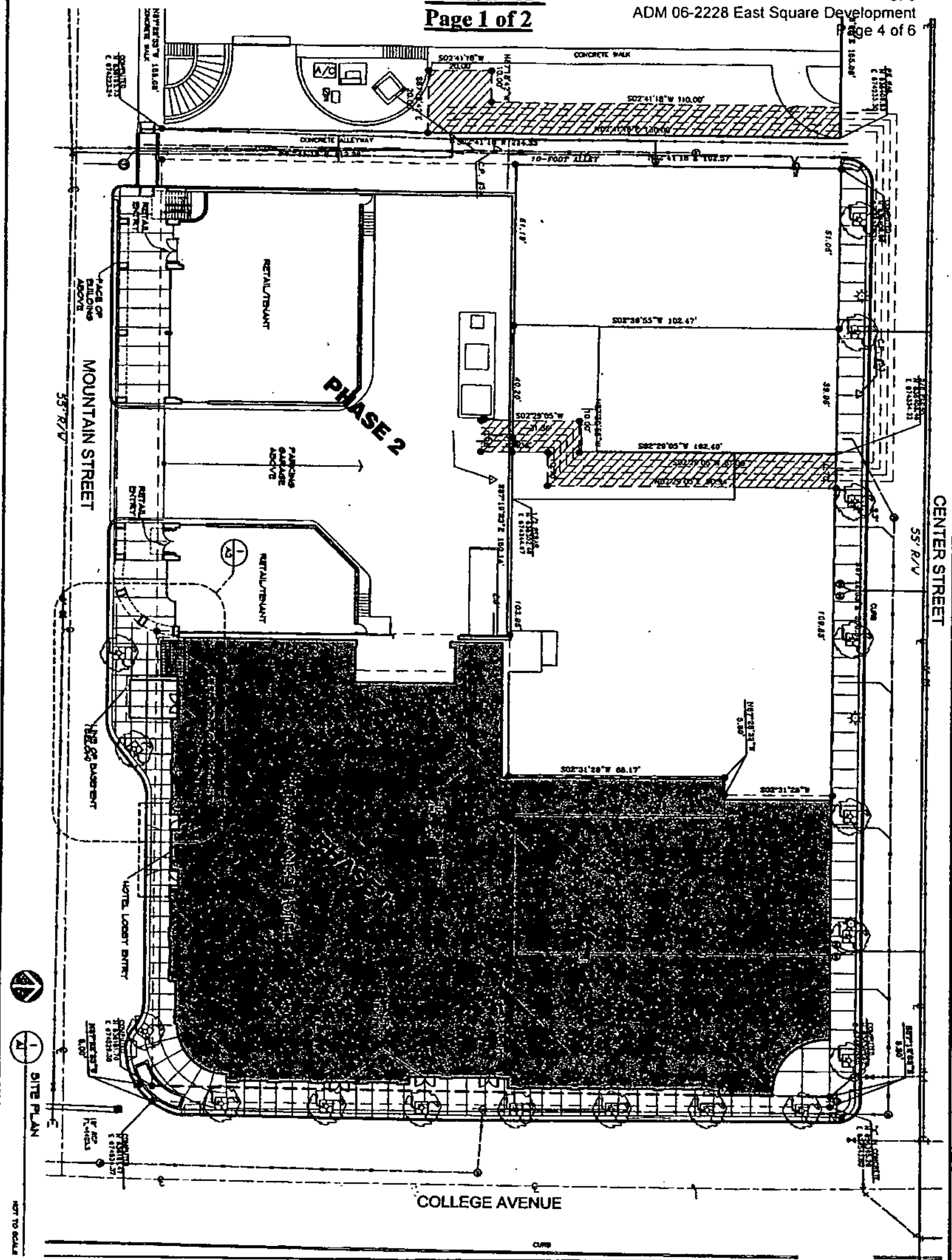
By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Exhibit "A"
Page 1 of 2

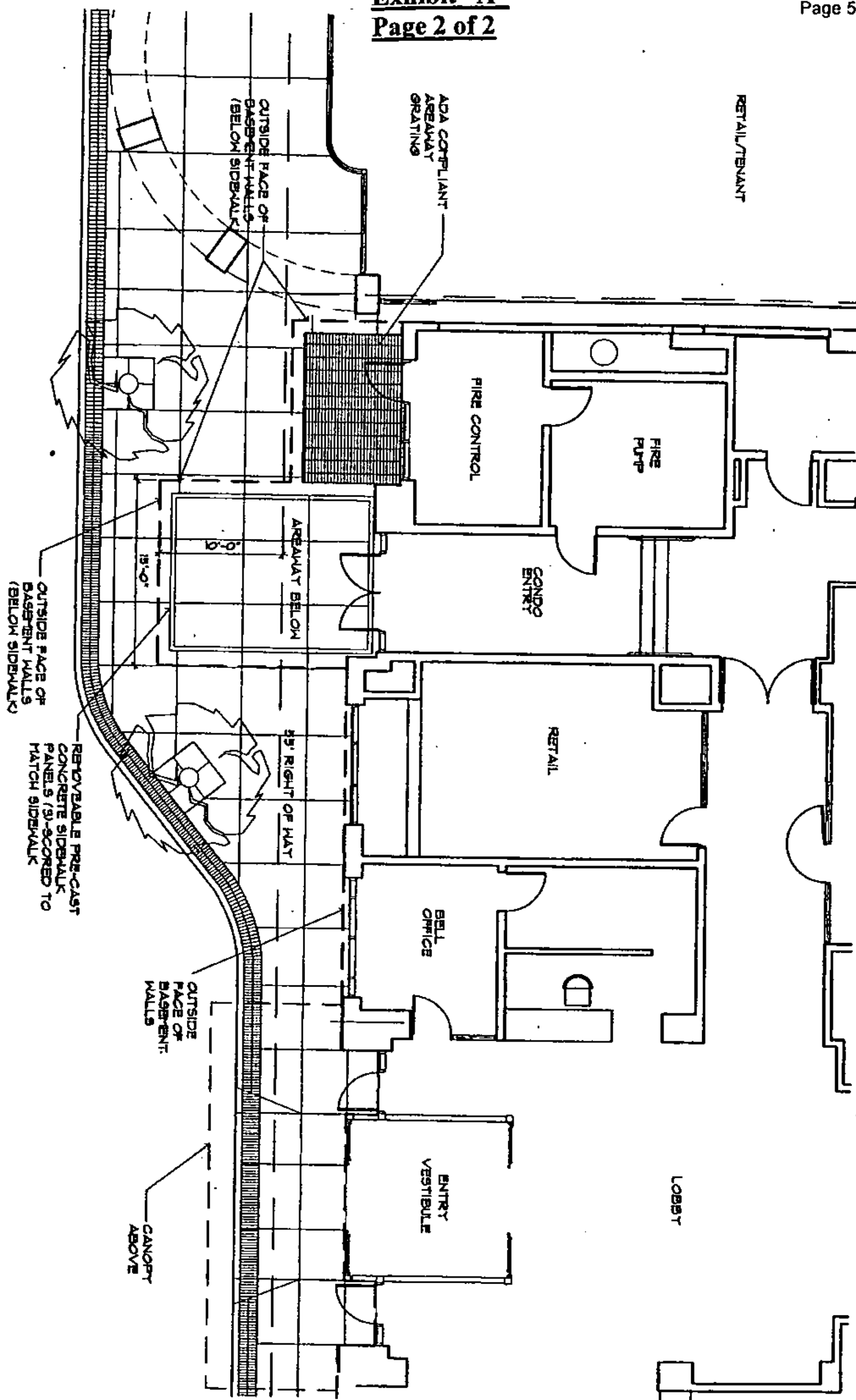
C. 8
ADM 06-2228 East Square Development
Page 4 of 6



NOT TO SCALE
SITE PLAN

A1	EAST SQUARE DEVELOPMENT				ROBERT SHARP ARCHITECT, INC.	
	68 E. MOUNTAIN STREET FAYETTEVILLE 72701				525 SOUTH SCHOOL FAYETTEVILLE AR 72701	
OWNER/DEVELOPER:		PROJECT REPRESENTATIVE:		DATE: 07/13/06		
BOB KOHLER		BOB KOHLER		FAX: 479-481-0701		
72701		479-213-6232		NOT FOR CONSTRUCTION		

Exhibit "A"
Page 2 of 2



ENLARGED PLAN

SCALE: 1/8" = 1'-0"

A2	JOB NO. 2003 12/11/16
----	--------------------------

EAST SQUARE DEVELOPMENT		
68 E. MOUNTAIN STREET		
FAYETTEVILLE, AR 72701		
OWNER/DEVELOPER:		PROJECT REPRESENTATIVE:
		BOB KOHLER 479-283-4832

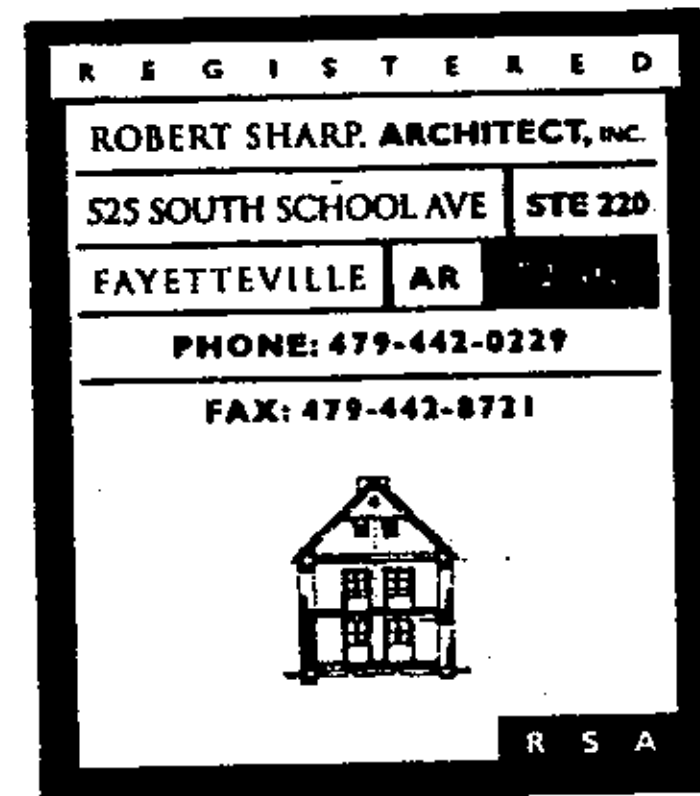
ROBERT SHARP ARCHITECT, INC.		
525 SOUTH SCHOOL		
FAYETTEVILLE, AR 72701		
PHONE: 479-461-1200	AR	FAX: 479-461-1201



August 15, 2006

Jeremy Pate, Director of Current Planning
City of Fayetteville
113 West Mountain Street
Fayetteville Arkansas

**RE: PERMISSION TO BUILD BASEMENT
AREAWAY UNDER RIGHT OF WAY**



Dear Jeremy,

The East Square Development, LLC project was approved by the City Council on December 20, 2005 as a C-Planned Zoning District. We gained approval at that time for the parking structure to be located with an encroachment into the right of way on Mountain Street. In the further development of the planning for the Renaissance Hotel tower it has been found necessary to locate the laundry facility in the basement of the tower. Access to the basement for laundry equipment installation/replacement is required through an areaway which will allow oversized equipment which does not fit in elevators or stairways. In an attempt to plan for the long life of the building, we are requesting permission to build an areaway below the sidewalk on Mountain Street as shown on detail 1/A2. The areaway will be an uninhabited space – exclusively for equipment access - open to the basement of the hotel and will be capped by a 5" thick pre cast panel with an architectural finish to match the adjacent sidewalk. When it becomes necessary to replace laundry equipment, the sidewalk panels will be lifted out by embedded flush hardware. The pre cast panels will be flush with the sidewalk and will not impede pedestrian traffic.

Because of the tight site limitations the only space for this access is on the south side as proposed. The areaway will encroach approximately ten feet into the existing ROW on Mountain St. The approved parking garage to the west has an approximately 50% greater encroachment into Mountain St. Because it is fully below grade no visible changes from the street are proposed. We appreciate your support of the request.

Sincerely,

Kristen Knight
Project Manager
Robert Sharp Architect, Inc.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Sep-06

City Council Meeting Date

Tim Conklin
Submitted By

Planning & Development Mgmt.
Division

Operations
Department

Action Required:

ADM 06-2230: Administrative Item (COMPREHENSIVE LAND USE PLAN REFERENCES IN THE UNIFIED DEVELOPMENT CODE): Submitted by Planning Staff to amend Title XV: Unified Development Ordinance of the code of Fayetteville by replacing all references to General Plan 2020 with Comprehensive Land Use Plan.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director 8-18-06
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

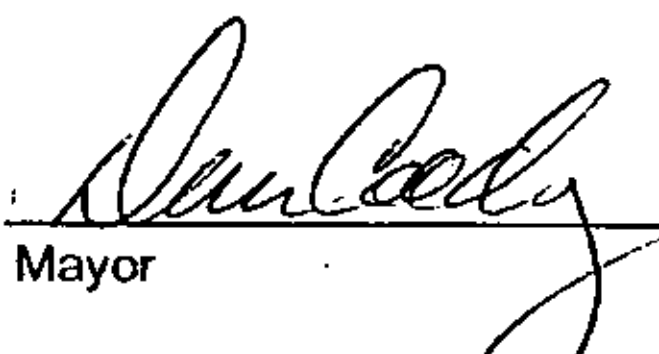

City Attorney 8/21/06
Date

Received in City Clerk's Office



Finance and Internal Service Director 8-21-06
Date

Received in Mayor's Office



Mayor 8/21/06
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations
Tim Conklin, Planning and Development Management Director *T.C.*

From: Karen Minkel, Senior Long Range Planner *K.M.*

Date: August 17, 2006

Subject: Unified Development Code References to General Plan 2020 Changed to
Comprehensive Land Use Plan

RECOMMENDATION

Planning Staff recommends approval of an ordinance to amend the Unified Development Code to replace references to the General Plan 2020 with Comprehensive Land Use Plan.

BACKGROUND

The City Council adopted City Plan 2025 as the comprehensive land use plan for the City of Fayetteville on July 17, 2006 through Resolution No. 123-06. City Plan 2025 serves as the in-depth update to General Plan 2020.

DISCUSSION

The Unified Development Code contains numerous references to General Plan 2020. These references should be changed to Comprehensive Land Use Plan, so that the Unified Development Code will not need an amendment each time the City updates the comprehensive land use plan.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT
CODE, TO REMOVE ALL REFERENCES TO GENERAL PLAN 2020.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:

Section 1. That the term "General Plan 2020" is hereby stricken from the entirety
of Title XV, Unified Development Code, and replaced with the term "Comprehensive
Land Use Plan."

PASSED and APPROVED this 5th day of September, 2006.

APPROVED:

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT

Ron Petrie
Submitted By

Engineering
Division

Operations
Department

Approval of an ordinance to amend U.D.O. Chapter 170: Stormwater Management, Drainage, and Erosion Control by prohibiting illicit discharges and adding erosion control requirements for single-family and duplex construction.

Budgeted Item	Budget Adjustment Attached

Received in Mayor's Office

Comments:



C. 10
Amend Chapter 170:
Stormwater Management,
City of Fayetteville
Engineering Division
Page 2 of 22
113 West Mountain
Fayetteville, AR 72701
ph: 479-575-8206
fax: 479-575-8202

Date: August 16, 2006

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RP*

Subject: **Amend U.D.O. Chapter 170: Stormwater Management, Drainage, and Erosion Control by prohibiting illicit stormwater discharges and adding erosion control requirements for single-family and duplex construction.**

RECOMMENDATION:

Staff recommends approval of amendments to U.D.O. Chapter 170: Stormwater Management, Drainage, and Erosion Control which will prohibit illicit stormwater discharges and add erosion control requirements for single-family and duplex construction.

BACKGROUND:

The City's Stormwater Management, Drainage and Erosion Control Ordinance currently exempts all single-family home and duplex construction from complying with erosion and sedimentation control requirements.

The NPDES Regulated Small MS4 Storm Water Permit has six minimum requirements for compliance. Several of the requirements are for city ordinances. On review of the City's current ordinance many, but not all, of the requirements were already in place. The proposed amendments will bring U.D.O. Chapter 170: Stormwater Management, Drainage, and Erosion Control into compliance with the permit requirements.

The NPDES Regulated Small MS4 Storm Water Permit period began in May of 2004 and the requirements of the permit must be in place by January of 2009.

The amendments to U.D.O. Chapter 170: Stormwater Management, Drainage, and Erosion Control were reviewed by the Environmental Concerns Committee on February 15, 2006. The Committee went over the amendments in depth at the meeting and gave themselves a week to comment on the proposal however no comments were made. The

proposal went on to the Ordinance Review Committee on June 1, 2006 and was approved to move on to City Council.

DISCUSSION:

The proposed additions are as follows:

Section 170.03 Paragraph E, states that while single-family homes and duplexes do not need a drainage permit they are not exempted from complying with pollution prevention, erosion and sediment control provisions.

Section 170.10 Stormwater Pollution Prevention, this section was added to meet requirements of the City's NPDES Phase II Small MS4 Permit. It

- prohibits illicit discharges and connections,
- identifies some accepted discharges,
- requires owners of private drainage systems to maintain the system,
- prohibits concentrated irrigation runoff,
- requires owners of parking lots to clean them,
- prevents leaks and spills,
- requires proper storage of hazardous substances,
- requires correct use of pesticides, herbicides, and fertilizers and
- prevents trash from entering open drainage channels.

This section also will allow the City to adopt and impose a Best Management Practices Manual in the future.

Section 170.11 Stormwater Discharges from Construction Activities, this section was also added to meet requirements of the City's NPDES Phase II Small MS4 Permit. It requires all construction including single-family and duplex construction to implement erosion control practices as follows:

- all construction sites to have construction entrances,
- concrete truck washing onsite to be only allowed in specific concrete wash pits,
- rainwater pumped on the site to be discharged to a sedimentation pond or settling tank,
- materials to be stored off the street,
- dirt and topsoil to be stored no less than 25 feet from the road or drainage channel,
- storage piles remaining for 15 or more days must have their surfaces stabilized,
- storm drain inlets to be protected,
- continuing compliance with this section from the property owner and subsequent property owners post-construction.

A summary of the proposed amendments, an example handout explaining requirements for single-family and duplex construction, and the proposed amendments to U.D.O. Chapter 170: Stormwater Management, Drainage, and Erosion Control are included as

attachments.

BUDGET IMPACT:

The proposed ordinance additions will cause no budget impact.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE, AND EROSION CONTROL, UNIFIED DEVELOPMENT CODE, TO PROHIBIT ILLICIT STORMWATER DISCHARGES, AND ENACT EROSION CONTROL REQUIREMENTS FOR SINGLE-FAMILY AND DUPLEX CONSTRUCTION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That Chapter 170: Stormwater Management, Drainage, and Erosion Control, Unified Development Code, is hereby repealed, and Exhibit "A" attached hereto and made a part hereof, is inserted in its stead.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED

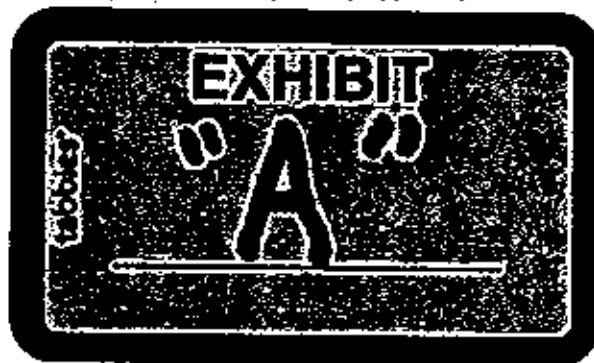
By

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk



TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND
EROSION CONTROL

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DRAFT

Fayetteville Code of Ordinances

DRAFT

CD170:2
TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL

170.01 Intent

(A) *Intent.* It is the intent of this chapter to protect, maintain, and enhance the health, safety, and general welfare of the citizens of the City of Fayetteville by:

- (1) Preventing increases in the magnitude and frequency of stormwater runoff to prevent increases in flood flows and associated hazards and costs.
- (2) Controlling soil erosion and sedimentation to minimize soil deposition in streams and other receiving water bodies and storm drainage systems.
- (3) Requiring surface and stormwater management practices that comply with requirements of this chapter.
- (4) Promoting the development of stormwater facilities that are aesthetically desirable.

(B) *Findings of fact.* The City Council finds that uncontrolled stormwater runoff from developed land adversely affects the public health, safety, and welfare because:

- (1) *Impervious surfaces / runoff.* Impervious surfaces increase the quantity and velocity of surface runoff, which reduces percolation of water through soil and increases erosion and flooding.
- (2) *Collection and conveyance of stormwater.* Improper stormwater collection and conveyance adversely affects property and increases the incidence and severity of flooding, which can endanger property and human life.
- (3) *Erosion.* Increased erosion leads to sedimentation in stormwater management systems, which decreases the system's capacity.
- (4) *Future problems.* Many future problems can be avoided if land is developed in accordance with sound stormwater runoff management practices.

(Code 1991, §163.03; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.02 Adoption Of Drainage Criteria Manual

The City Council hereby adopts by reference the *Drainage Criteria Manual*, prepared for the City of Fayetteville and adopted by Ordinance No. 3895 of the City of Fayetteville, and as may be amended from time to time. All technical procedures and design standards contained therein shall have the same force and effect as if printed word for word in this chapter.

(Code 1991, §163.03; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.03 Permits Required

- (A) *Applicability.* This chapter shall apply to all land within the corporate limits of the City of Fayetteville. No person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, or conduct grading, clearing, or filling activities without first obtaining a stormwater management, drainage and erosion control permit (hereinafter referred to as a "drainage permit") from the city, except as specified in §170.03(C) and §170.03 (D) below.
- (B) *Permit application.* Any application for a drainage permit shall be submitted according to §170.05 below, and shall be submitted concurrently with the application for a grading permit, if such grading permit is

required by §169.03. The drainage permit applications shall include at the time of submission the calculations required by §170.05(B)(7). The application also shall state whether or not detention is required, and shall provide the basis for that conclusion, utilizing the performance criteria set forth in §170.07 below. The City Engineer shall make the final determination regarding detention.

- (C) *Project not requiring detention.* Any project that requires a drainage permit that does not require detention may receive, with the approval of the City Engineer, a grading permit prior to issuance of the drainage permit. Any grading permit issued prior to the issuance of a required drainage permit shall be subject to the following:
- (1) *Insufficient or incomplete drainage permit application.* If the drainage permit application, including the required calculations, is determined by the City Fayetteville Code of Ordinances Engineer to be insufficient or incomplete, it shall be revised and resubmitted by the applicant within four (4) weeks of receipt of applicant within four (4) weeks of receipt of written notice of insufficiency or incompleteness.
 - (2) *Deadline for the revised application.* A stop work order for all grading on the project shall be issued by the City Engineer if a revised application is not submitted within four (4) weeks of receipt by applicant of the written notice of insufficiency or incompleteness. However, the City Engineer may delay issuance of the stop work order if the City Engineer determines that the applicant has demonstrated prior to the deadline that circumstances not reasonably foreseeable and beyond the applicant's reasonable control prevented his timely resubmission of a sufficient and complete revised drainage permit application.
 - (3) *Insufficient or incomplete revised application.* A stop work order for all grading on the project shall be issued by the City Engineer if the revised application is determined by the City Engineer to be still insufficient or incomplete.
 - (4) *Stabilization and revegetation after stop work order.* If a stop work order is issued pursuant to §170.03 (C) (3), the applicant shall stabilize and revegetate all graded and otherwise disturbed areas as set forth in §169.06(F)(4) and §169.04(B).
 - (5) *Termination of stop work order.* Any stop work order issued pursuant to §170.03 (C) (2) or §170.03 (C) (3), shall expire upon the issuance of a drainage permit and compliance with any conditions contained in the drainage permit.
- (D) *Exceptions where no drainage permit is required.* Drainage permits are not required for the following:
- (1) *Single family/duplex.* One single-family residence or duplex.
 - (2) *Commercial/industrial.* One commercial or industrial project built on an individual lot that is part of a larger subdivision that has been issued an approved drainage control permit when the proposed project is demonstrated to be in compliance with the overall subdivision drainage permit.
 - (3) *Existing commercial/industrial.* Existing commercial and industrial structure where additional structural improvements are less than 2,000 square feet.
 - (4) *Maintenance.* Maintenance or clearing activity that does not change or affect the quality, rate, volume, or location of stormwater flows on the site, or runoff from the site.
 - (5) *Agriculture.* Bona fide agricultural pursuits, for which a soil conservation plan has been approved by the local Soil and Water Conservation District.
 - (6) *Emergency.* Action taken under emergency conditions, either to prevent imminent harm or danger to persons, or to protect property from imminent danger of fire, violent storms, or other hazards.
- (E) *Compliance with chapter provisions.* Although a specific permit is not required for these particular circumstances, this exception does not exempt the owner/developer/builder from complying with the pollution prevention and erosion and sediment control provisions of this chapter.

- (F) *Status of previous approvals.* Projects with unexpired permits approved and all preliminary plats approved by the City Engineer prior to June 20, 1995, shall meet only the requirements in effect when the permit was approved.

(Code 1991, §163.04; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4314, 5-15-01)

170.04 Permit Conditions

Each permit issued shall be subject to the following conditions.

- (A) *Area.* The development, including associated construction, shall be conducted only within the area specified in the approved permit.
- (B) *Execution.* Activities requiring a stormwater management, drainage, and erosion control permit shall not commence until the construction permit is approved. The approved construction permit shall be on file with the city and a copy on file with the contractor for review and inspection upon request.
- (C) *Inspections.* A schedule of inspections to be carried out during the construction phase of permitting shall be established as conditions to the permit.
- (D) *Duration.*
- (1) Unless revoked or otherwise modified, the duration of a construction permit issued pursuant to this chapter shall be one year.
 - (2) If the permitted project discharge structure is not completed prior to expiration, the construction permit duration can be extended to cover the project duration, subject to approval of the City Engineer.
- (E) *Maintenance.* Maintenance activities, as specified in the approved maintenance plan, shall be executed routinely, with scheduled reporting to the City Engineer.
- (F) *Modifications.* If the activity authorized by the permit is not completed according to the approved schedule and permit conditions, the City Engineer shall be notified. For revisions resulting in a schedule extension of more than 30 days, or if deviations from the permit conditions are expected to occur, approval of a permit modification is required by the City Engineer.
- (G) *Transfer.* No transfer, assignment, or sale of the rights granted by virtue of an approved permit shall be made without prior written approval from the City Engineer.
- (H) *Special.* Any additional special conditions, as deemed appropriate by the City Engineer, shall be established to address specific project needs or circumstances.

(Code 1991, §163.05; Ord. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.05 Permit Application

A storm water management, drainage, and erosion control permit application shall be submitted to the City Engineer using appropriate forms as provided by the city. A permit application shall contain sufficient information and plans to allow the City Engineer to determine whether the project complies with the requirements of this chapter. The specific items to be submitted for a permit application shall be in the form and follow the procedures as described in the *Drainage Criteria Manual*, Section 1, Drainage Report Checklist. Submittal information and plans shall include, but not be limited to the following:

- (A) *Applicant identification.* Applicant information, including the name, address, and telephone number of the owner and developer, and proof of ownership of the property to be permitted. In addition, the legal description of the property shall be provided, and its location with reference to such landmarks as major water bodies.
- (B) *Plan.* Stormwater management, drainage and erosion control plan, shall include, but not be limited to the following:

- (1) *Aerial photograph.* Aerial photograph, if available, of the project vicinity, covering the project area and the total lands that contribute runoff.
- (2) *Topographic map.* Topographic map of the project area showing the location and elevation of benchmarks, including at least one benchmark for each control structure.
- (3) *Land use map.* Land use map showing both current and proposed conditions for the drainage area that contributes runoff.
- (4) *Soils and vegetation map.* Soils and vegetation map displaying the most recent U.S. Soil Conservation Service information and encompassing both the project area and the drainage area that contributes runoff.
- (5) *Grading, drainage, paving, building drawings.* Proposed grading, drainage, paving, and building drawing(s) showing details of proposed grading, drainage, paving, and buildings.
- (6) *Erosion and sediment drawings.* Erosion and sediment control drawing(s) and specifications identifying the type, location, and schedule for implementing erosion and sediment control measures, including appropriate provisions for maintenance and disposition of temporary measures.
- (7) *Technical report.* Technical report, prepared by a registered professional engineer, describing the assumptions, calculations, and procedures used for determining compliance with the performance criteria established by this chapter.
- (8) *Maintenance report.* Maintenance report (text and drawings), prepared by a registered professional engineer, describing the activities and schedule required to operate and maintain the permitted facilities until accepted by the city.

(Code 1991, §163.06; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.06 Submission, Review, and Approval of Plans

- (A) *General.* The stormwater management, drainage, and erosion control plans shall be prepared by the engineer of record who is a licensed professional engineer of the State of Arkansas.
- (B) *Pre-preliminary drainage plan and review.* A pre-preliminary stormwater management, drainage, and erosion control plan review with the engineering staff is suggested before platting, replats, lot splits, building permits, and/or development improvements begin for the purpose of overall general drainage concept review.
- (C) *Preliminary stormwater and drainage plan.* Preliminary stormwater management, drainage, and erosion control plans and accompanying information as described in the *Drainage Criteria Manual* shall be submitted at the time of the preliminary plat, replat, lot split, building permit and/or development improvements are submitted. If needed, a review meeting will be scheduled by the City Engineer with representative of the developer, including the engineer, to review the overall concepts included in the preliminary stormwater management, drainage, and erosion control plan. The purpose of this review shall be to jointly agree upon an overall stormwater management concept for the proposed development and to review criteria and design parameters that shall apply to final design of the project.
- (D) *Final stormwater management, drainage, and erosion control plan.* Following the preliminary stormwater management, drainage, and erosion control plan review, the final stormwater management, drainage, and erosion control plan shall be prepared for each phase of the proposed project as each phase is developed. The final plan shall constitute a refinement of the concepts approved in the preliminary stormwater, drainage, and erosion control plan, with preparation and submittal of detailed information as required in the *Drainage Criteria Manual*. This plan shall be submitted at the time construction drawings are submitted for approval.
- (E) *Review and approval of final stormwater management, drainage, and erosion control plans.* Final stormwater management, drainage, and erosion control plans shall be reviewed by the City Engineer. If it is determined according to present engineering practice that the proposed development will provide control of stormwater runoff in accordance with the purposes, design criteria, and performance

standards of these regulations and will not be detrimental to the public health, safety, and general welfare, the City Engineer shall approve the plan or conditionally approve the plan, setting forth the conditions thereof.

- (F) *Off-site improvements.* If it is determined that offsite drainage improvements are required, and that such specific off-site drainage improvements are consistent with the city's current and established priorities, then cost sharing will be in accordance with "Required Off-site Improvements." If the city is unable, or unwilling, to contribute its share of the off-site costs, the developer shall have the option of:

- (1) *Developer's expense.* Building the off-site improvements at his/her own expense;
- (2) *Detention.* Providing detention so as to match downstream capacities; or
- (3) *Delay project.* Delaying the project until the city is able, or willing, to share in the off-site costs.

(Code 1991, §163.07; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.07 Performance Criteria

- (A) *Storm water management, drainage, and erosion control plan.* Stormwater management, drainage, and erosion control plans shall be prepared in accordance with performance standards that have been structured to achieve the purposes and objectives of this chapter as well as to ensure that the quality and quantity of runoff after development is not substantially altered from predevelopment conditions.
- (B) *Performance criteria.* Except as otherwise provided in this chapter, a development must be designed, constructed, operated, and maintained to comply with the following performance criteria:

- (1) *Flood Damage Prevention Code.* Provisions for floodplain management criteria shall be consistent with those contained in Chapter 168, the Flood Damage Prevention Code.
- (2) *Peak discharge.* The post-development peak rate of surface discharge must not exceed the existing discharge for the 100 year, 24 hour storm, the 10 year, 24 hour storm, and the 2 year, 24 hour storm, unless other discharge limits are deemed applicable for a specific site by the City Engineer.
- (3) *Erosion and channel stability.* All stormwater management systems shall be evaluated based on their ability to prevent erosion and sedimentation of the receiving waters and adverse impacts on the site's natural systems. The design engineer shall consider the on-site and downstream effects of the peak discharges and shall design both the permanent and the construction phase of the stormwater management system in a manner that will not increase flooding, channel instability, or erosion downstream when considered in aggregate with other developed properties and downstream drainage capacities.
- (4) *Drainage into wetlands.* Areas defined as "wetlands" by the appropriate federal agencies shall be protected from adverse changes in runoff quantity and quality from associated land development.
- (5) *Drainage Criteria Manual.* The technical procedures and design standards contained in the *Drainage Criteria Manual*, prepared for the City of Fayetteville, and adopted by this chapter and as may be amended from time to time, shall be used for guidance to determine compliance with the performance criteria established by this chapter.

(Code 1991, §163.08; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.08 Maintenance Responsibility

- (A) *Dedication.* Those stormwater management systems approved in compliance with this chapter that will function as an integral part of the system maintained by the city shall be dedicated to the city. All areas and/or structures to be dedicated to the city must be dedicated by plat or separate instrument and accepted by formal letter from the City Engineer.
- (B) *Approved entities.* All stormwater management systems accepted as dedications by the city shall be maintained by the city. All systems not dedicated to the city shall have adequate easements to permit

the city to inspect and, if necessary to take corrective action should the responsible entity fail to properly maintain the system. Maintenance of all other stormwater management systems approved in compliance with this chapter shall be accomplished by the legal entity responsible for maintenance, which may include an approved entity as identified in the following:

- (1) *Local government.* A county, municipality, municipal service taxing unit, special district, or other appropriate governmental unit;
- (2) *Special district.* An active water control district, a drainage district, or a special assessment district;
- (3) *State or federal agency.* An appropriate state or federal agency;
- (4) *Public entity.* An officially franchised, licensed, or approved communication, water, sewer, electrical, stormwater, or other public utility;
- (5) *Developer or property owner.* A developer or property owner who provides a bond or other assurance of continued financial capability to operate and maintain stormwater management systems and who executes a legal maintenance agreement with the city; or,
- (6) *Property owner association.* Property owner associations able to comply with the following provisions:
 - (a) The association provides a binding legal instrument through which it assumes full responsibility for stormwater management system operation and maintenance.
 - (b) The association has sufficient powers to operate and maintain the system, establish rules, assess members, contract for services, exist perpetually and, if dissolved, to provide alternative operation and maintenance services.
 - (c) The association can provide a bond or other assurances of financial capability to operate and maintain services.
- (C) *Inspections.* As part of the construction permit approval process, a construction inspection schedule shall be established to address critical project milestones. Under the approved inspection schedule, no work shall proceed until the City Engineer inspects and authorizes work to proceed beyond each schedule milestone. Any portion of the work that does not comply with the permit conditions shall be specified in writing by the City Engineer and promptly corrected by the responsible entity. For approved entities maintaining stormwater management systems not dedicated to the city, periodic inspections by the city to ensure continued maintenance of the stormwater management system after construction is complete will be established as conditions to the operation of the stormwater management system.

(Code 1991, §163.09; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross-reference(s)—Enforcement, Ch. 153; Appeals, Ch. 155, Variances, Ch. 156; Bonds and Guarantees, Ch. 158; Fees, Ch. 159

170.09 Processing

Procedure for processing of permit applications shall be as follows:

- (A) *Application.* Stormwater management, drainage, and erosion control permit applications shall be submitted to the city for review, processing, and approval. Applicants may schedule a pre-application conference with the city to discuss a proposed project before submitting the application.
- (B) *Fee.* A nonrefundable permit application fee shall be paid when the application is submitted to help cover the cost of the plan review, administration and management of the permitting process and inspection of project implementation and operation.
- (C) *Issuance.* If the City Engineer determines that the permit application submittal is in compliance with all provisions of this chapter, a permit may be issued. If the City Engineer determines that the permit submittal does not conform with all provisions of this chapter, permit issuance shall be denied and a written statement as to the reasons for the denial shall be provided to the applicant.

(Code 1991, §163.10; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98)

170.10 Stormwater Pollution Prevention

(A) Prohibitions

- (1) Illicit discharges are prohibited. An illicit discharge is a storm drain that has measurable flow containing pollutants and/or pathogens. No person shall discharge anything but uncontaminated stormwater, into the storm drainage system. Common stormwater contaminants include trash, yard waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste and sediment.
- (2) Illicit connections are prohibited. Illicit connections are any drain or conveyance which allows an illicit discharge to enter the storm drainage system. This prohibition includes illicit connections made in the past, regardless of whether the connection was permissible at the time of connection.
- (3) No person shall connect a line conveying sanitary sewage, domestic sewage or industrial waste, to the storm drainage system, or allow such a connection to continue.

(B) Exemptions. The following non-stormwater discharges are acceptable and not a violation of this chapter:

- (1) A discharge authorized by an NPDES permit other than the NPDES permit for discharges from the MS4;
- (2) Uncontaminated waterline flushing and other infrequent discharges from potable water sources;
- (3) Infrequent uncontaminated discharge from landscape irrigation or lawn watering;
- (4) Discharge from the occasional non-commercial washing of vehicles within zoned residential areas;
- (5) Uncontaminated discharge from foundation, footing or crawl space drains, sump pumps and air conditioning condensation drains;
- (6) Uncontaminated groundwater;
- (7) Diverted stream flows and natural riparian habitat or wetland flows;
- (8) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials.
- (9) Any other non-stormwater discharge determined by the City Engineer to meet the standards and objectives of this chapter.

(C) Requirements Applicable to Certain Dischargers

- (1) *Private Drainage System Maintenance.* The owner of any private drainage system shall maintain the system to prevent or reduce the discharge of pollutants. This maintenance shall include, but is not limited to, sediment removal, bank erosion repairs, maintenance of vegetative cover, and removal of debris from pipes and structures.
- (2) *Minimization of Irrigation Runoff.* Concentrated flow of irrigation water to the storm drainage system is prohibited. Irrigation systems shall be managed to reduce the discharge of water from a site.
- (3) *Cleaning of Paved Surfaces Required.* The owner of any paved parking lot, street or drive shall clean the pavement as required to prevent the buildup and discharge of pollutants. The visible buildup of mechanical fluid, waste materials, sediment or debris is a violation of this chapter. Paved surfaces shall be cleaned by dry sweeping, wet vacuum sweeping, collection and treatment of wash water or other methods in compliance with this Code. Material shall not be swept or washed into the storm drainage system. This section does not apply to pollutants discharged from construction activities.

- (4) *Maintenance of Equipment.* Any leak or spill related to equipment maintenance in an outdoor, uncovered area shall be contained to prevent the potential release of pollutants. Vehicles, machinery and equipment must be maintained to reduce leaking fluids.
- (5) *Materials Storage.* In addition to other requirements of this Code, materials shall be stored to prevent the potential release of pollutants. The uncovered, outdoor storage of unsealed containers of hazardous substances is prohibited.
- (6) *Pesticides, Herbicides and Fertilizers.* Pesticides, herbicides and fertilizers shall be applied in accordance with manufacturer recommendations and applicable laws. Excessive application shall be avoided.
- (7) *Open Drainage Channel Maintenance.* Every person owning or occupying property through which an open drainage channel passes shall prevent trash, debris, excessive vegetation, and other obstacles from their property from entering the drainage channel.
- (D) *Release Reporting and Cleanup.* Any person responsible for a release of materials which are or may result in illicit discharges to the storm drainage system shall take all necessary steps to ensure the discovery, containment, abatement and cleanup of such release. In the event of such a release of a hazardous material, said person shall comply with all state, federal, and local laws requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release.
- (E) *Authorization to Adopt and Impose Best Management Practices.* The City may adopt and impose a Best Management Practices Manual and requirements identifying Best Management Practices for any activity, operation, or facility, which may cause a discharge of pollutants to the storm drainage system. Where specific BMP's are required, every person undertaking such activity or operation, or owning or operating such facility shall implement and maintain these BMP's at their own expense.

170.11. Stormwater Discharges from Construction Activities

(A) General Requirements for Construction Sites.

- (1) *Construction Site.* A construction site is a site with activity that would result in the creation of a new stormwater management system, including the building, assembling, expansion, modification, or alteration of the existing contours of the property; the erection of buildings or other structures, any part thereof; or land clearing.
- (2) *Owner Responsibility.* The owner of a site of construction activity shall be responsible for compliance with the requirements of this chapter.
- (3) *Erosion And Sediment Control.* Best Management Practices shall be implemented to prevent the release of airborne dust and waterborne sediment from construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed and construction site entrances shall be managed to prevent sediment tracking. Streets and storm inlets must be kept clean at all times and free of loose rock, mud, debris and trash. Specific inlet protection measures may be necessary, as long as they do not interfere with vehicular traffic. Mud on streets must be physically removed and not washed into inlets.
 - (a) *1&2 Family Residential and Sites under One Acre.* All residential lots must maintain properly installed erosion and sediment control measures (silt fences, hay bales, erosion control blankets, etc.) from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street. Erosion control measures may be temporarily moved out of the way for excavation and other grading activities, but must be replaced or modified within 24 hours.
 - (b) *All Other Construction Sites.* Erosion and sediment control systems must be installed and maintained per a state approved Storm Water Pollution Prevention Plan before the beginning of construction and until slope stabilization and/or vegetation is established. For sites between 1 and 5 acres, the SWPPP must be onsite at all times. For sites over 5 acres, the NOI and the SWPPP must be onsite at all times.

- (4) **Construction Entrances.** If driveways and approaches are not poured within 3 working days of pouring the foundation, then a stabilized rock entrance is required. Rock entry must be at least 20' wide by 20' long (1 & 2 family residential) or 50' long (all other construction sites) by 6" thick stabilized rock having a minimum average diameter of 3". If there is an existing curb, loose material such as fill dirt or gravel shall not be used to ramp up to it from the street. Temporary wooden ramps in front of curbs are acceptable.
 - (5) **Concrete Truck Wash Areas.** No washing of concrete trucks or chutes is allowed except in specific concrete wash pits located onsite. Proper runoff and erosion controls must be in place to retain all concrete wash water.
 - (6) **Dewatering.** All rainwater pumped out of sumps and depressions on construction sites should be clear and free of sediment, and must discharge to a sedimentation pond or settling tank in such a manner as to not cause additional erosion problems.
 - (7) **Storage of Materials.** Public streets and sidewalks shall not be used for temporary storage of any containers or construction materials, especially loose gravel and topsoil. In addition to on-street storage being a violation of this chapter, all liability for any accidents and/or damages due to such storage will be the responsibility of the owner of the stored materials.
 - (8) **Dirt and Topsoil Storage.** All uncovered soil or dirt storage piles should be located more than 25 feet from a roadway or drainage channel. If these piles remain for 15 or more days, then their surfaces must be stabilized. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by appropriately installed erosion control devices such as silt fences or straw bales. Dirt or soil storage piles located less than 25 feet from the road and in place for 15 or more days must be covered with tarps or other control. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by silt fence or straw bales. Storm drain inlets must be protected from potential erosion from near-street storage piles by silt fence or other appropriate barriers.
 - (9) **Franchise and Private Utilities.** The property owner or main contractor onsite will be responsible for restoring all erosion and sediment control systems and public infrastructure damaged or disturbed by underground private or franchise utility construction such as water and sewer service leads, telephone, gas, cable, etc. Erosion and sediment control systems must be immediately restored after each utility construction.
 - (10) **Post-Construction Compliance.** Upon completion of permitted construction activity on any site, the property owner and subsequent property owners will be responsible for continued compliance with the requirements of this chapter in the course of maintenance, reconstruction or any other construction activity on the site.
- (B) **Construction Sites Requiring an Approved SWP3.** For all construction sites where construction on a site will disturb soil or remove vegetation on one (1) or more acres of land during the life of the construction project, a Stormwater Pollution Prevention Plan (SWP3) for the project must be implemented by the construction site owner as follows:
- (1) The owner/developer/builder bears the responsibility for implementation of the SWP3 and notification of all contractors and utility agencies on the site.
- (C) **Stormwater Pollution Prevention Plans.** Preparation and implementation of Stormwater Pollution Prevention Plans for construction activity shall comply with the following:
- (1) **Implementation**
 - (a) **Installation and Maintenance.** BMP's shall be installed and maintained by qualified persons. The owner/developer/builder or their representative shall be able to provide upon the City Engineer's request a copy of the SWP3 on site and shall be prepared to respond to unforeseen maintenance of specific BMP's.

- (b) *Inspection.* The owner/developer/builder or their representative shall inspect all BMP's at least once every 14 days and within 24 hours after a rainfall of one half of an inch or more as measured at the site or generally reported in the Fayetteville area.
- (c) *Modifications.* Based on inspections performed by the owner/developer/builder or by authorized City personnel, modifications to the SWP3 will be necessary if at any time the specified BMP's do not meet the objectives of this chapter. In this case, the owner/developer/builder or authorized representative shall meet with authorized City personnel to determine the appropriate modifications. All modifications shall be completed within seven (7) days of the referenced inspection, except in circumstances necessitating more timely attention, and shall be recorded on the owner's copy of the SWP3.

(D) *Requirements for Utility Construction*

- (1) Utility agencies shall be responsible for compliance with the requirements this chapter.
- (2) Utility agencies shall develop and implement Best Management Practices (BMP's) to prevent the discharge of pollutants on any site of utility construction within the City. In addition, the City may adopt and impose BMP's on utility construction activity.
- (3) Utility agencies shall implement BMP's to prevent the release of sediment from utility construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed and construction site entrances shall be managed to prevent sediment tracking. Excessive sediment tracked onto public streets shall be removed immediately.
- (4) Prior to entering a construction site or subdivision development, utility agencies shall have obtained from the owner a copy of any SWP3's for the project. Any disturbance to BMP's resulting from utility construction shall be repaired immediately by the utility company in compliance with the SWP3.

170.12-170.99 Reserved

DRAFT

**Summary of Proposed Amendments to
Chapter 170: Stormwater Management, Drainage and Erosion Control**

- 1) **Section 170.03 Permits Required, paragraph E**
 - a) Section 170.03 outlines grading and drainage permit requirements.
 - b) Paragraph D states that drainage permits are not required for the following:
 - i) Single-family, duplexes,
 - ii) commercial or industrial projects being built on an individual lot that is part of a larger subdivision that has been issued an approved drainage control permit.
 - iii) Existing commercial/industrial sites making additional structural improvements of less than 2,000 sq ft.
 - iv) maintenance
 - v) agriculture
 - vi) emergency
 - c) Paragraph E was added to state that while these activities mentioned above do not need a drainage permit they are **not** exempted from complying with pollution prevention, erosion and sediment control provisions.
 - d) A fact sheet titled "Required Erosion Control Practices for Home Sites" and "Typical Erosion Control Measures for Single Family/Duplex Construction" was developed to serve as a guide and will be handed out with building permits for single family and duplex construction.
- 2) **Section 170.10 Stormwater Pollution Prevention**
 - a) This section was added to meet requirements of the City's NPDES Phase II Small MS4 Permit.
 - b) **Prohibits illicit discharges and illicit connections**
 - i) An illicit discharge is a discharge from a storm drain with a measurable flow that contains pollutants or pathogens.
 - c) **Defines acceptable, exempted discharges** such as:
 - i) A discharge authorized by an NPDES permit.
 - ii) Uncontaminated water line flushing
 - iii) Infrequent landscape irrigation or lawn watering
 - iv) Occasional non-commercial car washes
 - v) Fire protection water that does not contain oil or hazardous substances
 - vi) Other discharges as determined by the City Engineer to meet the standards of this chapter
 - d) Requirements for certain dischargers include:
 - i) Owners of **private drainage systems** shall maintain the system to prevent or reduce the discharge of pollutants.
 - ii) Concentrated flow of **irrigation runoff** is prohibited.
 - iii) Owners of **paved parking lots, streets or drives** shall clean the pavement as required to prevent buildup and discharge of pollutants.
 - iv) Leaks or spills related to **maintenance of equipment** shall be contained to prevent release of pollutants.
 - v) Materials shall be stored to prevent release of pollutants.
 - vi) **Hazardous substances** may not be stored uncovered in outdoor storage or in unsealed containers.

- vii) **Pesticides, herbicides, and fertilizers** shall be applied in accordance with manufacturer recommendations.
 - viii) Owners of **open drainage channels** shall prevent trash, debris, excessive vegetation, and other obstacles from their property from entering the drainage channel.
 - e) Any one responsible for a **release of materials** which may result in an illicit discharge is responsible for discovery, containment, abatement, reporting and cleanup of such release.
 - f) The City may adopt and impose a **Best Management Practices Manual** for any activity, operation, or facility which may cause a discharge of pollutants to the storm drainage system. Owners must implement and maintain these BMPs at their own expense.
- 3) **Section 170.11 Stormwater Discharges from Construction Activities**
- a) This section was also added to meet requirements of the City's NPDES Phase II Small MS4 Permit.
 - b) The owner of a construction site is responsible for the requirements of this chapter.
 - c) All construction sites, including 1&2 family residential and sites under 1 acre, are required to use Best Management Practices (BMPs) for erosion and sediment control including the following:
 - i) **Construction entrances** are required for all construction sites.
 - ii) **Concrete truck washing** is only allowed in specific concrete wash pits located onsite. Proper runoff and erosion controls must be in place to retain all concrete wash water.
 - iii) All rainwater pumped on construction sites must be discharged to a sedimentation pond or settling tank in a manner that will not cause additional erosion problems.
 - iv) Storage of materials on street storage is prohibited and liability for any accidents or damages due to such storage is the owner's responsibility.
 - v) **Dirt and topsoil storage** shall be stored no less than 25 feet from a roadway or drainage channel
 - vi) Storage piles remaining for 15 or more days must have their surfaces stabilized and their perimeter surrounded by appropriately installed erosion control devices.
 - vii) Storm drain inlets must be protected from potential erosion from near-street storage piles by silt fence or other appropriate barriers.
 - viii) The property owner or main contractor on site is responsible for restoring erosion and sediment control systems and public infrastructure damaged during **underground private or franchise utility construction**.
 - ix) Upon completion of permitted construction activity the property owner and subsequent property owners are responsible for continued compliance, **post-construction**, under the requirements of this chapter.
 - d) For **construction sites requiring an approved Stormwater Pollution Prevention Plan (SWP3)**, the owner/developer/builder is responsible for

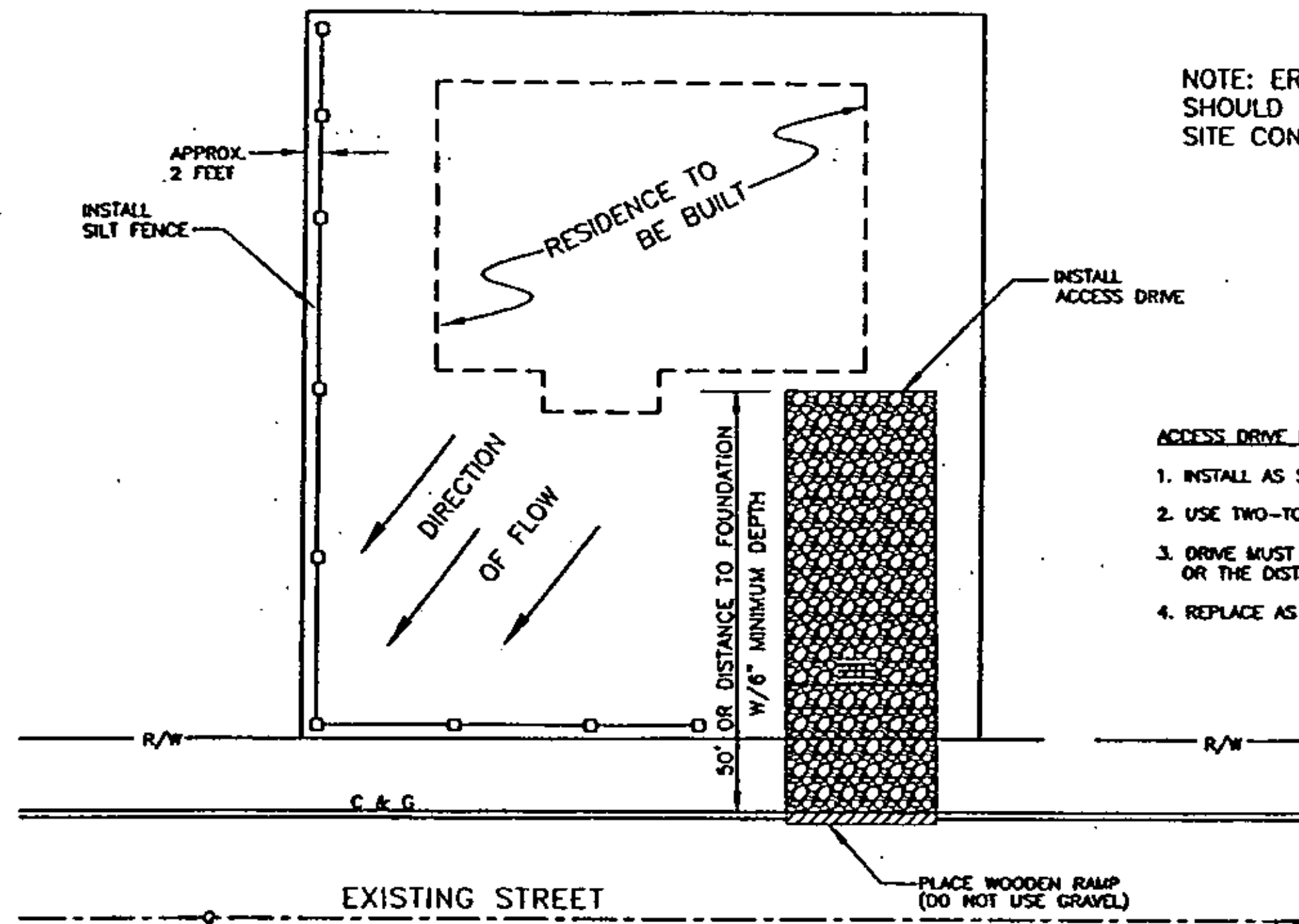
implementation of the SWP3 and notification of all contractors and utility agencies on site.

e) Stormwater Pollution Prevention Plans

- i) Installation and maintenance of BMPs shall be done by qualified persons, plans shall be kept on site, and qualified persons shall be able to respond to unforeseen maintenance.
 - ii) BMPs shall be inspected at least once every 14 days and within 24 hours after a rainfall of one half inch or more.
 - iii) Based on inspections performed by the owner/developer/builder or by authorized City personnel, **modifications** to the SWP3 will be necessary if at any time the specified BMP's do not meet the objectives of this chapter. In this case, the owner/developer/builder or authorized representative shall meet with authorized City personnel to determine the appropriate modifications. All modifications shall be completed within seven (7) days of the referenced inspection, except in circumstances necessitating more timely attention, and shall be recorded on the owner's copy of the SWP3.
- f) Utility agencies are responsible for compliance with the requirements of this chapter

TYPICAL EROSION CONTROL MEASURES FOR SINGLE FAMILY/DUPLEX CONSTRUCTION

NOTE: EROSION CONTROL MEASURES SHOULD BE ADJUSTED TO MEET SITE CONDITIONS.

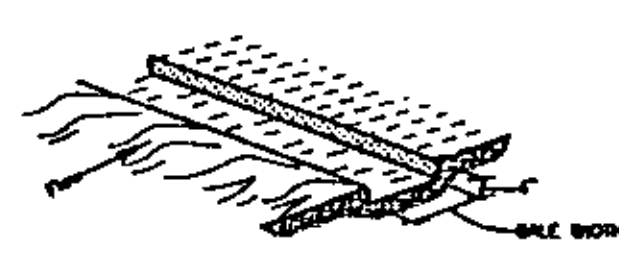
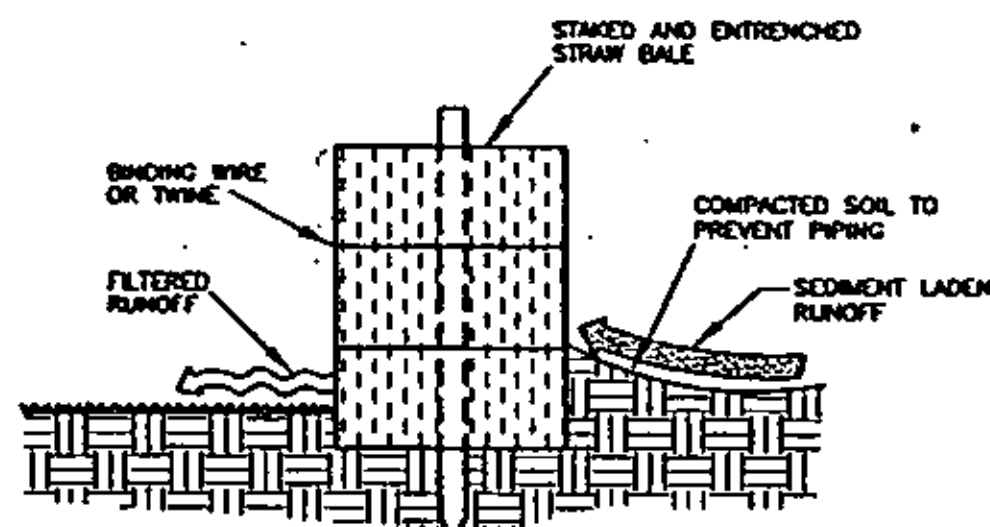


ACCESS DRIVE NOTES

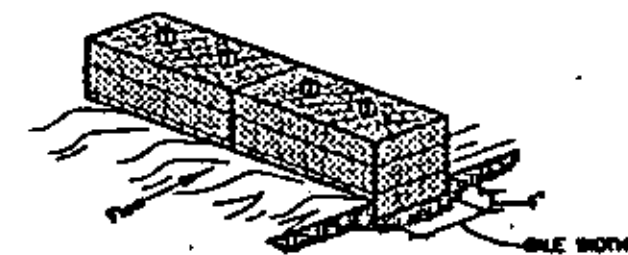
1. INSTALL AS SOON AS POSSIBLE AFTER START OF GRADING.
2. USE TWO-TO-THREE INCH AGGREGATE STONE.
3. DRIVE MUST BE AT LEAST 20 FEET WIDE AND 50 FEET LONG OR THE DISTANCE TO THE FOUNDATION, WHICHEVER IS LESS.
4. REPLACE AS NEEDED TO MAINTAIN SIX-INCH DEPTH.

STRAW BALE FENCES

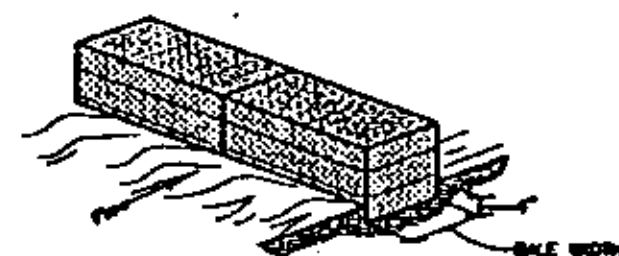
CROSS SECTION OF STRAW BALE INSTALLATION



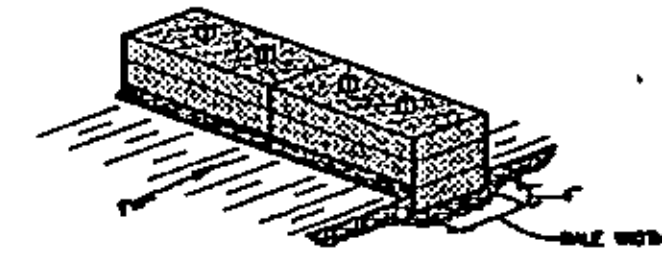
1. EXCAVATE A 4" DEEP TRENCH



3. ANCHOR BALES USING TWO STEEL REBARS OR 2" X 2" WOOD STAKES PER BALE. DRIVE STAKES INTO GROUND AT LEAST 8".



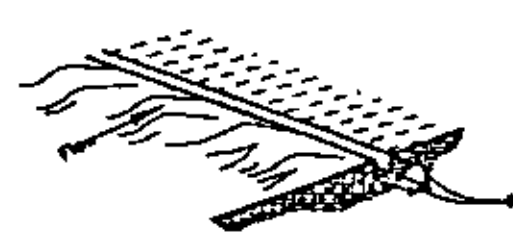
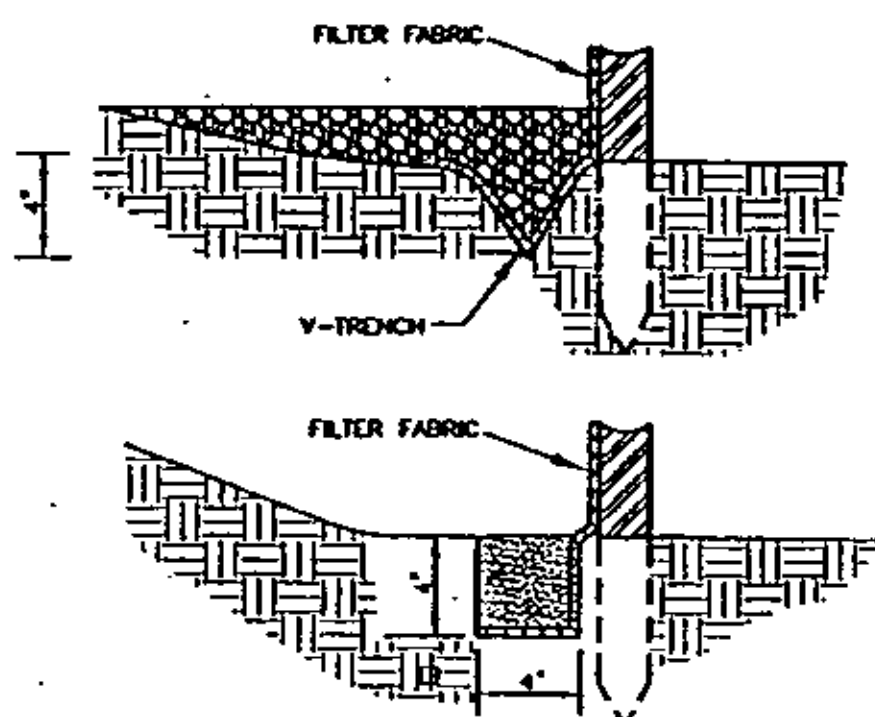
2. PLACE BALES IN TRENCH WITH BINDINGS AROUND SIDES AWAY FROM THE GROUND. LEAVE NO GAPS BETWEEN BALES.



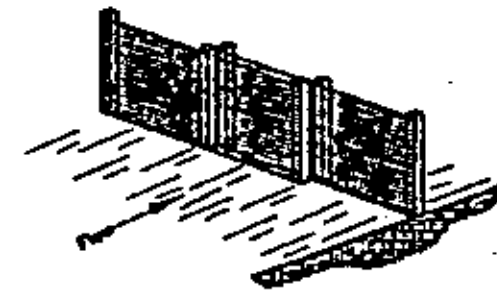
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

SILT FENCES

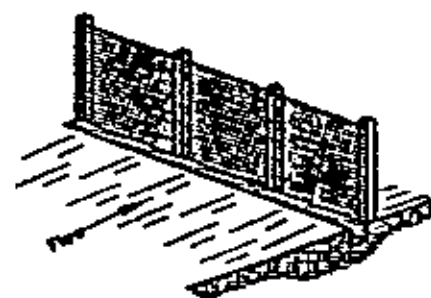
CROSS SECTIONS OF TRENCHES FOR SILT FENCES



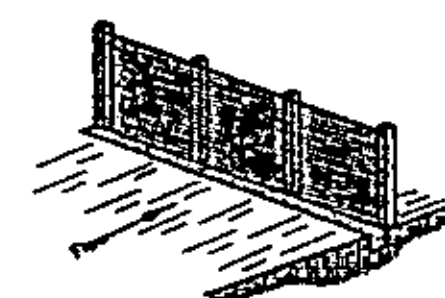
1. EXCAVATE A 4" DEEP TRENCH ALONG THE CONTOUR.



3. WHEN JOINTS ARE NECESSARY, OVERLAP ENDS FOR THE DISTANCE BETWEEN TWO STAKES.



2. STAKE THE SILT FENCE ON DOWNSLOPE SIDE OF TRENCH, EXTENDED 8" OF FABRIC INTO THE TRENCH.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

REQUIRED EROSION CONTROL PRACTICES FOR HOME SITES



By controlling erosion, home builders help keep our lakes and streams clean.

Straw Bale or Silt Fence

- Install within **24 hours of land disturbance**.
- Install on down slope sides of site parallel to contour of the land.
- Extend ends upslope enough to allow water to pond behind fence.
- Bury eight inches of fabric in trench (see diagram).
- Stake (two stakes per bale).
- Leave no gaps. Stuff straw between bales, overlap sections of silt fence, or twist ends of silt fence together.
- Inspect and repair once a week and after every 1/2 -inch rain. Remove sediment if deposits reach half the fence height. Replace bales after three months.
- Maintain until a lawn is established (first mowing)-**even in winter**.

Soil Piles

- Locate away from any down slope street, driveway, stream, lake, wetland, ditch or drainage way.
- Temporary seed such as annual rye or winter wheat is recommended for topsoil piles.
- Locate piles at least 25' away from a roadway or drainage way. Piles which will exist for more than fifteen (15) days shall be covered by vegetation, mulching, tarps or other means.

Access Drive

- Install an access drive at the start of construction, if a driveway will not be poured within 3 working days of pouring the foundation.
- Lay stone six inches deep and at least twenty feet wide from the foundation to the street (or 20 feet if less) using at least three inch aggregate.

- Use to prevent tracking mud onto the road by all vehicles.
- Maintain throughout construction.
- If there is an existing curb, loose material such as fill dirt or gravel shall not be used to ramp up to it from the street. Temporary wooden ramps in front of curbs are acceptable.

Sediment Cleanup

- By the end of each work day, sweep or scrape up soil tracked onto the road.
- By the end of the next work day after a storm, clean up soil washed off-site.

Storm Inlet Protection

- Protect on-site storm sewer inlets with straw bales, silt fences or equivalent measures.
- Inspect, repair and remove sediment deposits after every storm.

Downspout Extenders

- Not required, but highly recommended.
- Install as soon as gutters and downspouts are completed to prevent erosion from roof runoff.
- Use plastic drainage pipe to route water to a grassed or paved area.
- Maintain until a lawn is established (first mowing)-even in winter.

Preserving Existing Vegetation

- Wherever possible, preserve existing trees, shrubs, and other vegetation.
- To prevent root damage, do not grade, place soil piles, or park vehicles near trees marked for preservation.

Re-vegetation

- Seed, sod or mulch bare soil as soon as possible. Vegetation is the most effective way to control erosion.

Erosion control measures are inspected by our department year round. Sediment cleanup from daily activities must be done at the end of each workday. Sediment cleanup from a storm event must be cleaned up by the end of the next workday following the storm. Violations of erosion control and or sediment cleanup may result in a stop work order being issued. It is important to talk to your builder today to determine if you or your builder is responsible for maintaining erosion control.

For more information please contact:

Engineering Department

Phone: (479) 575-8208 swrede@ci.fayetteville.ar.us
Monday through Friday 8:00 a.m. to 5:00 p.m.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

9/5/2006
City Council Meeting Date

Ron Petrie Engineering Operations
Submitted By Division Department

Action Required:

Approval of a resolution awarding a contract to Carter and Burgess in the amount of \$175,000 for the Study Phase of the Fayetteville Expressway Economic Development Corridor, and approving a budget adjustment in the amount of \$200,000.

\$ 175,000.00	-	Fayetteville Economic Corridor
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5314.02	\$ -	Engineering Services
Account Number	Funds Used to Date	Program / Project Category Name
06018	\$ -	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☒

 8-18-06
Department Director Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

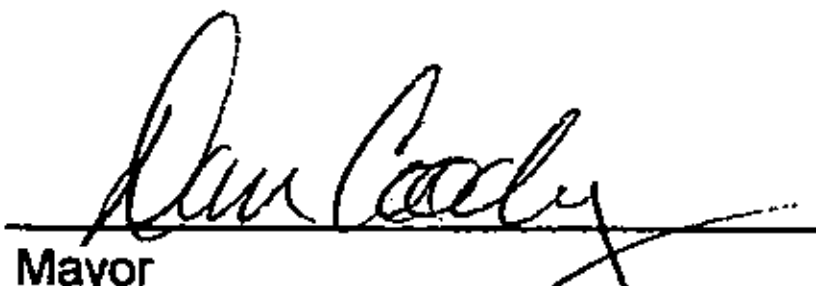
Original Contract Number: _____

 8/18/06
City Attorney Date

Received in City Clerk's Office
ENTERED 8/18/06

Paul A. Bach 8-21-06
Finance and Internal Service Director Date

Received in Mayor's Office
ENTERED 8/21/06

 8/21/06
Mayor Date

Comments:



Date: August 18, 2006

To: Fayetteville City Council

Thru: Dan Coody, Mayor
Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer *RP*

Subject: **Approval of a resolution awarding a contract to Carter and Burgess in the amount of \$175,000 for the Study Phase of the Fayetteville Expressway Economic Development Corridor, and approving a budget adjustment in the amount of \$200,000**

RECOMMENDATION:

Staff recommends approval of a Contract with Carter and Burgess, Inc. in the amount of \$175,000 for study phase services for the Fayetteville Expressway Economic Development Corridor and approval of a budget adjustment in the amount of \$200,000.

BACKGROUND:

The Fayetteville Expressway Economic Development Corridor (FEEDC) is a federally funded project that will provide better traffic flow and better access to the businesses in the project area. The project area is generally bounded by College Avenue, Interstate 540 to Exit No. 69, Millsap Road, and the Fayetteville City Limits. Funding available for the project includes \$7.66 million in federal funds and \$1.91 million in local matching funds, for a total project budget of \$9.57 million. It should be noted that this funding will be available only for design and construction of the improvements to the Expressway Corridor. Therefore, the costs of the study will not be eligible for reimbursement.

DISCUSSION:

Carter and Burgess was selected to provide professional services for this project through a three-step procurement process that included submittals of statements of qualifications by interested firms, submittal of detailed proposals by firms selected from among the interested firms, and an a presentation to the selection committee by the firms that presented proposals.

The scope of this phase of the project will include traffic analysis and modeling of existing traffic conditions and proposed conditions under various improvement scenarios

in order to identify the improvements that will have the most impact in the project area. Conceptual designs and estimated costs of selected projects will be presented in the final report.

The Study is expected to take approximately 6 months. After the Study is completed and projects to be pursued are identified, additional services will be needed to prepare detailed designs and construction documents.

The scope and fee estimate were reviewed by the Street Committee on August 8, 2006. The Committee recommends approval of the Contract.

BUDGET IMPACT:

If approved, the attached budget adjustment will transfer \$200,000 to this project. These funds were originally budgeted for minor improvements to Zion Road near Highway 71B. The Street Committee voted to redirect these funds to the FEEDC Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH CARTER & BURGESS, INC. IN THE AMOUNT OF \$175,000.00 FOR THE STUDY PHASE OF THE FAYETTEVILLE EXPRESSWAY DEVELOPMENT CORRIDOR; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$200,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a Contract with Carter & Burgess, Inc. in the amount of \$175,000.00 for the study phase of the Fayetteville Expressway Development Corridor. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of \$200,000.00.

PASSED and APPROVED this 5th day of September, 2006.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

**City of Fayetteville, Arkansas
Budget Adjustment Form**

C. 11
Carter and Burgess, Inc.
Page 5 of 44

Budget Year 2006	Department: Sales Tax Capital Improvements Division: Program:	Date Requested	Adjustment Number
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Project or Item Added/Increased: \$200,000 in the Fayetteville Expressway Economic Development Corridor capital project.	Project or Item Deleted/Reduced: \$200,000 from the Other Intersection Improvements capital project.
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Justification of this Increase: Transfer of funds from Zion Road to Fayetteville Expy Economic Development Corridor to pay for the cost of the engineering study of the Project Area.	Justification of this Decrease: Funds in Zion Road Project were transferred to a Project Entitled "Other Intersection Improvements". This budget adjustment will transfer the funds to the Fayetteville Expressway Economic Development Corridor project.
--	--

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number	Amount	Project Number
Engineering services	4470 9470 5314 02	195,000	06018 1
Public notification	4470 9470 5301 00	5,000	06018 1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number	Amount	Project Number
Street improvements	4470 9470 5809 00	200,000	05012 1

Approval Signatures

Budget Office Use Only

Requested By	Date
	8-18-06
Budget Manager	Date
Department Director	Date
	8-21-06
Finance & Internal Services Director	Date
Mayor	Date

Type:	A	B	C	D	E
Posted to General Ledger	Initial		Date		
Posted to Project Accounting	Initial		Date		
Entered in Category Log	Initial		Date		

AGREEMENT
FOR
ENGINEERING SERVICES

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between City of Fayetteville ("Owner"), and Carter & Burgess, Inc. ("Consultant"), a corporation existing under the laws of the State of Texas, with a principal office at 10816 Executive Center Drive, Suite 300, Little Rock, Arkansas 72211-6021 and a regional office at One East Center Street, Suite B200, Fayetteville, Arkansas 72701.

WITNESSETH:

WHEREAS, the Owner is planning to study existing and projected traffic flow in a project area generally bounded by College Avenue, Interstate 540 from the Fulbright Expressway to Exit No. 69, Millsap Road, and the Fayetteville City Limits.

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "Consultant's Representative" shall be Kip Guthrie until written notice is provided to the Owner designating a new representative.
- 1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$175,000**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure*

to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be **177.48** percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Exhibit B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$175,000**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is **3.10**.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is **\$ 0.00**. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

	<u>Salary Range</u> (Dollars/Hour)	
	<u>Min.</u>	<u>Max.</u>
Project Director	40.00	75.00
Project Manager	40.00	60.00
Transportation Planner	40.00	60.00
Roadway Engineer	30.00	55.00
Bridge Engineer	30.00	55.00
Senior Engineer	45.00	55.00
Engineer II	30.00	45.00
Engineer I	20.00	35.00
Engineering Designer II	25.00	35.00
Engineering Designer I	12.00	25.00
CADD Technician II	25.00	35.00
CADD Technician I	12.00	25.00
Party Chief	15.00	25.00
Survey Tech	12.00	20.00
Landscape Architect	30.00	50.00
Environmental Scientist	20.00	40.00
Administrative Assistant	10.00	25.00

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for

this Agreement shall be the rate as set forth in subsection 1.11. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in **Appendix A**. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Fiscal Officer. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. **Fees.** The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$17,255.40** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

- 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.
- 3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

- 3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- 3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner.

Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of

examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The City of Fayetteville is enlisting the engineering consulting services of Carter & Burgess, Inc. to provide consulting services for transportation infrastructure improvements in a project area generally bounded by College Avenue, Interstate 540 from the Fulbright Expressway to Exit No. 69, Millsap Road, and the Fayetteville City Limits.

The general scope of services consists of:

1. Analysis of existing traffic patterns in the Project Area, and projection of future traffic flows.
2. Development of alternatives for infrastructure improvements to assist traffic movement through the project area, with particular attention paid to the development of infrastructure that facilitates ingress and egress to the growing retail/restaurant/office/medical facility areas located in and near the Project Area.
3. Preparation of a Study Report, to include conceptual designs of recommended improvements, traffic study results, estimates of probable cost for recommended improvements, and recommended construction priorities and phasing.

This study will be developed in three phases:

- Phase I: Data collection
- Phase II: Network analysis and identification of recommended improvements
- Phase III: Study Report, Supporting Graphics and Council Presentation

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

7.1. Project Assumptions

1. Alternatives to be developed

Alternatives will be recommended for two stages of improvements: short-term and long-term. The time frame for these improvements is defined as follows.

- Short-term Improvements: Items to be completed with the federal earmarked funds and to be completed on or before 2010.
- Long-term Improvements: Items needed to maintain the City selected measure of effectiveness (MOE) for projected 2025 traffic volumes.

2. Design Year

The design year will be 2025 .

3. Population Projections and Growth Rate

Carter-Burgess will also obtain and input AHTD growth rates and other existing data as appropriate.

4. Land Use Analysis

The City provided Population Projections and Growth Rate and the current build-out trend will be used to project future traffic growth in and around the project area.

5. Existing Master Street Plan

The Master Street Plan and roadway improvement plans will be used to establish the future roadway network in the study area.

7.2. Phase I – Data Collection

1. Kick off Meeting

C&B will lead an informal meeting with City Staff to discuss topics identified in the scope, including scheduling, confirmation of points of contact, and verification of billing procedures.

2. Data Collection Meeting(s)

- C&B will coordinate with and/or meet with surrounding Cities and Agencies as needed, including, but not limited to: the City of Springdale regarding the relocation of Johnson Road, the City's Park and Recreation Department to discuss future trail and pedestrian access and future park lands within the study area, Ozark Regional Transit and the University of Arkansas regarding existing and proposed transit routes in the project area, and the City's traffic division regarding assembly of information and data relative to the existing traffic operations at existing signalized intersections included in the project area.
- C&B will conduct multiple meetings with City Staff, AHTD, and any other City invited stake holders to discuss the project.

3. Traffic Data Collection and Origin/Destination Survey

By utilizing video cameras, and both on-line and mail-in surveys a limited origin/destination survey will be conducted for the study area.

Items to be accomplished are as follows:

- A. 24-hour electronic traffic counts and hand turning movements will be performed at key locations on a typical weekday and weekend night at specific locations to determine am, pm, and noon hour travel patterns for in the project area.

The following locations will be included:

- Area A – Great House Springs Road/Main Street and I-540 (Johnson)
- Area B - S. Wilkerson Street at Main Street (Johnson)
- Area C - Joyce at Gregg/S. Wilkerson Street
- Area D – Van Asche and Gregg
- Area E - Shiloh at Ramps
- Area F - Shiloh at Gregg
- Area G - Futrall at Gregg
- Area H - Futrall at Ramps
- Area I - North College and Millsap
- Area J - North College and Joyce - Phase I
- Area J - North College and Joyce - Phase II
- Area K - North College and Shepard Lane
- Area K - North College and Shepard Lane - Phase II
- Area L - North College and Zion - Phase I
- Area L - North College and Zion - Phase II
- Area M - Main Street at North College
- Area N - Steele at Joyce
- Area O - Shiloh at Steele
- Area P - Mall and Joyce
- Area P - Johnson and Main (Johnson)
- Area R - Great House Springs Road/Main Street and Carley (Johnson)

- B. On-line and mail in surveys. Specifically this will contain:

- a) An on-line survey utilizing the Carter & Burgess public website
- b) One thousand (1,000) postage paid mail-in surveys will be distributed to local businesses in the project area that agree to cooperate in distributing the questionnaires to their employees.

Data resulting from this survey will be tabulated, and analyzed. Survey results will be documented in the final report.

4. Existing Network Conditions

An inventory of the existing roadway and trail systems will be compiled. In general the data will include:

- Roadway name and highway designation and existing functional classification
- Access control (none, partial, full)
- Street data including right-of-way width, average pavement width and type, median type, lane configuration, etc.
- One-way or two-way traffic operation
- Turn lane locations
- Median type (raised, flush, depressed, or none)
- Presence or absence of on-street parking
- Presence or absence of sidewalks, both sides or one-side only
- Pedestrian crosswalks and associated traffic control devices
- Posted speed limits
- Signalized intersections
- Two-way and four-way stop sign and yield sign controlled intersections
- Grade separations or interchanges
- Railroad/roadway grade crossings with type of crossing protection (crossbucks, lights, gates)
- Transit Systems
- Multi-Use Trails, Pedestrian and Bike Paths (Designated/Traveled)

7.3. Phase II - Conduct Network Analysis & Identify Improvements

1. Project Traffic Volumes

C&B will forecast traffic volumes and demands for the design year 2025 and interim year 2010. These forecasts will be used in capacity analysis calculations conducted as a part of this study. The forecasts will be verified with the City and/or compared with other City and regional studies before proceeding.

2. Perform Existing Traffic/Network Analysis

C&B will develop a traffic model of the study area. Various modeling softwares will be utilized to conduct an analysis of existing AM and PM peak period street operations within the project area. As mutually agreed by both the Engineer and the City of Fayetteville, the modeling software will be performed in one or more of the following traffic software, SYNCHRO, CORSIM, SimTraffic or TSPPD. The model will investigate the traffic movement both as a whole and isolated areas.

C&B will analyze existing traffic access and circulation, including identification of roadway deficiencies. In general, the roadways to be analyzed are as follows.

- Great House Springs Road/Main Street in Johnson (I-540 to N. College)
- Gregg/S. Wilkerson Street (Main Street to Appleby)
- Steele Boulevard (Shiloh Drive to the NWA Mall)
- Mall Avenue (Shiloh Drive to the NWA Mall)
- Joyce Boulevard (Gregg to Old Missouri)
- Shiloh (Gregg to Mall)
- Futrell/Millsap (Gregg to N. College)
- North College (Millsap to Main Street)

Included in the traffic model will be the evaluation of pedestrian movements to identify pedestrian demand at critical locations, and the influence of vehicular

operations to this demand. The planned and funded improvements for pedestrians, bicycles and transit vehicles will be included.

3. Analysis of Existing Deficiencies/Needs

The roadway systems will be modeled and analyzed to determine the major deficiencies. The results of this model will indicate roadway deficiencies, needs at the intersections, and will indicate the traffic operating conditions that occur in 2010 and 2025. Measures of Effectiveness will be developed, to include average vehicle speed, vehicle stops, vehicle delay, vehicle hours of travel, intersection level of service (LOS), maximum queue length per lane, or other criteria to be determined.

4. Develop Conceptual Improvements

The deficiencies/needs model will be presented to City staff, along with a listing of potential improvement projects. Three improvement projects will be presented to the City in conceptual format to correct "major" deficiencies with order of magnitude cost estimates. "Major" deficiencies are defined as areas in the model that are failing to move traffic in an effective manner (probably a LOS D or F) and that will require a construction budget over \$3 million.

The three City approved improvement projects will modeled with AM and PM traffic volumes and presentation to AHTD.

5. Analyze/Evaluate Selected Scenarios

The traffic models along with the ranking of the projects by MOE and comments from AHTD will be presented to the City Street Committee.

Based on input from the Street Committee and others, the improvements to be constructed with the available federal funding will be finalized to a single preferred alternative. The City selected, AHTD approved alternative model will be refined for presentation, construction cost finalized and conceptual sketches of site amenities (trees, parks, trails) will be prepared.

6. Environmental Screening

A preliminary environmental screening of the selected alternative will be performed to determine any major environmental issues that might represent a "fatal flaw" and prevent timely implementation of the recommended improvements. Existing information from available sources will be compiled and reviewed to identify environmental resources and characteristics of the study area. Potential environmental impacts of the recommended improvements will be considered in general terms to determine the likelihood of any issues or concerns that might require further detailed environmental analysis. The potential need for environmental surveys, assessments, or impact analysis will be noted.

If a "fatal flaw" exists then C&B will immediately contact the City before proceeding.

7.4. Phase III - Study Report, Supporting Graphics and Council Presentation

The study findings, conclusions, and recommendations resulting from all the previous tasks will be documented in a summary report including appropriate text, tables, and figures. Data and methodology will be included in appendices, as appropriate.

A draft study report will be prepared and submitted for review and comment by the City. Following receipt of the City's review comments, the final study report will be prepared and submitted. The final study report will also be provided in electronic format on CD.

The final model will include roadway/geometric changes and traffic signal system improvements including integrated Synchro and TSPPD models to obtain optimized signal timing for the network. This model will be for the worst case traffic condition and will include planned future improvements with the recommended transportation improvements identified by the study.

The recommended improvements and corresponding model, the landscape architect's sketches, and estimated cost will be presented to the Street Committee and City Council.

Four models will be presented, in summary, these models are:

1. Traffic conditions for years 2010 and 2025 with only the currently planned and programmed improvements or the "no additional action" alternative.
2. Proposed Improvements – Short-term Improvements with earmarked funded improvements included for years 2010 and 2025.

The presentation will be a PowerPoint presentation including an overview of the project, the proposed improvements with cost estimates, the traffic models and color display boards.

8. INFORMATION TO BE PROVIDED BY THE OWNER

1. Population Projections and Growth Rate

The City will provide the latest Census data for existing populations and the population projections developed for City Plan 2025 to the Engineer and for use in traffic forecasting.

2. Land Use Analysis

The future land use plan and as well as any planned or proposed improvements/developments for the study area will be provided by the City. The Population Projections and Growth Rate and the current build-out trend will be provided for use in projecting future traffic growth in and around the project area.

3. Existing Master Street Plan

The existing Master Street Plan for the study area and any planned or proposed roadway improvements for the project area will be provided by the City.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

None under current contract

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold bi-monthly conferences in Fayetteville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the Consultant's Northwest Arkansas Office located in Fayetteville, Arkansas at One East Center Street, Suite B200, Fayetteville, Arkansas 72701 or the Central Arkansas Office in Little Rock at 10816 Executive Center Dr. Suite 300, Little Rock, AR 72211.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

The final Study Report will include:

- conceptual designs of recommended improvements on existing aerial topography,
- traffic study results,
- estimates of probable cost for recommended improvements,
- recommended construction priorities and phasing based on future traffic volumes

Three copies of the final report will be submitted to the City in paper format with 5 additional copies in PDF format on CD.

Traffic models and data.

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions.* *Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed **within a period of six (6) months**, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:
Final report to be delivered to Owner with six (6) months.

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any additional cost incurred by the Owner.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).
- 18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

- 23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the

date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

- 24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

- 25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the

Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;

- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Agreement.
- 30.2. *Nondiscrimination.* The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD, or the FHWA, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this Section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Consultant shall take such action with respect to any subcontract or purchase order as the Owner, the AHTD, or the FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31. DBE CLAUSE

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 32.1. The Consultant certifies, to the best of its knowledge and belief, that—

32.1.1. The Consultant and any of its Principals—

- 32.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

- 32.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 32.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 32.1.1.2; and,

- 32.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

- 32.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

- 32.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 32.4. The certification in Subsection 32.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

33. MISCELLANEOUS

- 33.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

- 33.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 33.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 33.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 33.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 33.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 33.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 33.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 33.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

34. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 34.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

35. NOTICE

- 35.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

35.1.1. To the Owner's Representative:
City of Fayetteville Engineering Dept.
Attn: Ron Petrie, PE
113 W. Mountain
Fayetteville, Arkansas 72701

35.1.2. To the Consultant:

Carter & Burgess, Inc.
Attn: Kip Guthrie, PE
One East Center Street, Suite B200
Fayetteville, Arkansas 72701

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Carter & Burgess, Inc.

City of Fayetteville, Arkansas

BY: _____
James E. Arbuckle, Sr.
Managing Principal

BY: _____
Name

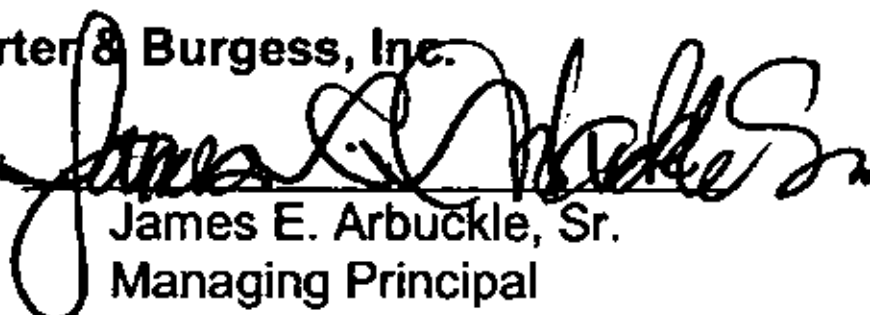
Title

Carter & Burgess, Inc.
Attn: Kip Guthrie, PE
One East Center Street, Suite B200
Fayetteville, Arkansas 72701

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Carter & Burgess, Inc.

BY:


James E. Arbuckle, Sr.
Managing Principal

City of Fayetteville, Arkansas

BY:

Name

Title

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B Consultants, Inc.	SUBCONTRACTS – WHM Transportation Engineering
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE

APPENDIX B

SUBCONSULTANT AGREEMENT
JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Fayetteville, Arkansas ("Owner") for Job No. _____, dated _____, Carter & Burgess, Inc. ("Consultant") and WHM Transportation Engineering Consultants, Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

WHM will serve in a support role to Carter & Burgess, Inc. for traffic simulations, traffic modeling calibrations, traffic projections and over-all quality assurance.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

A detailed breakdown of the fees shown below is included in Appendix A.
Labor and Overhead - \$26,350
Reimbursable expenses - \$1,650
Total Contract Amount - \$28,000

	<u>Salary Range</u> (Dollars/Hour)	
	<u>Min.</u>	<u>Max.</u>
Project Manager	40.00	75.00
Engineer	15.00	45.00
Engineering Designer	15.00	35.00
Administrative Assistant	10.00	30.00

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of

48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. COVENANT AGAINST CONTINGENCY FEES

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

7. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations.* The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.
- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

8. DBE CLAUSE

8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

9.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

9.1.1. The Subconsultant and any of its Principals—

9.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

9.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

9.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,

9.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

- 9.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 9.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 9.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

10. NOTICE

- 10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

10.1.1. To the Subconsultant:

WHM Transportation Engineering Consultants, Inc.
Attn: Heidi Westerfield Ross, P.E., PTOE
504 Lavaca, #1175
Austin, Texas 78701

10.1.2. To the Consultant:

Carter & Burgess, Inc.
Attn: Kip Guthrie, PE
One East Center Street, Suite B200
Fayetteville, Arkansas 72701

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Carter & Burgess, Inc.

BY: _____
James E Arbuckle, Sr., P.E.

Managing Principal

(WHM Transportation Engineering
Consultants, Inc.

BY: _____
Heidi Westerfield Ross, P.E., PTOE

Title

APPENDIX C
C-1

State Job No. _____
Federal Aid Project No. _____

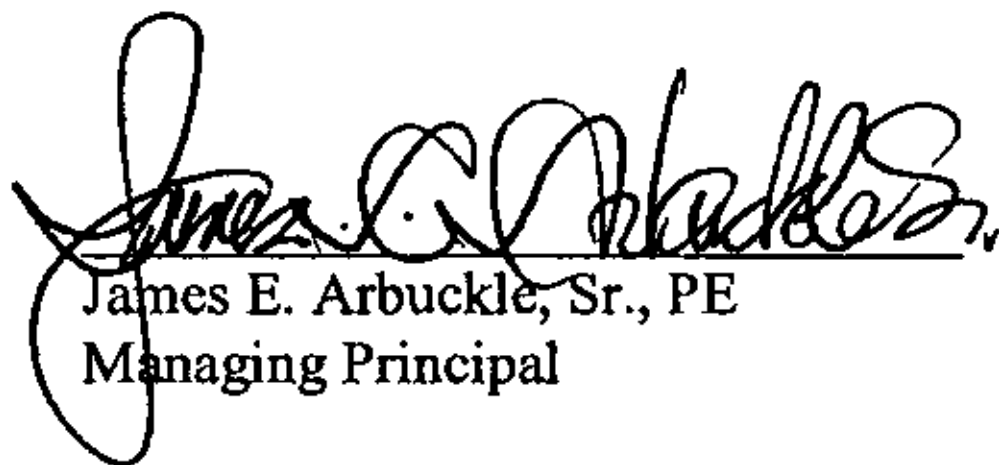
CERTIFICATION OF CONSULTANT

I hereby certify that I, James E. Arbuckle Sr., am the managing principal and duly authorized representative of the firm of Carter & Burgess, Inc. whose headquarters address is 10816 Executive Center Drive, Suite 300, Little Rock, Arkansas 72211, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.


James E. Arbuckle, Sr., PE
Managing Principal

Date 8/17/06

APPENDIX C
C-2

State Job No. _____
Federal Aid Project No. _____

CERTIFICATION OF CITY OF FAYETTEVILLE, ARKANSAS

I hereby certify that I am the Mayor of the City of Fayetteville, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mayor Dan Coody
City of Fayetteville, Arkansas

APPENDIX C
C-3

State Job No. _____
Federal Aid Project No. _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, Heidi Westerfield Ross, P.E., PTOE, am the Principal and duly authorized representative of the firm of WHM Transportation Engineering Consultants, Inc. whose headquarters address is 504 Lavaca, #1175, Austin, Texas 78701, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date 8/17/06


Heidi Westerfield Ross, P.E., PTOE
Principal

APPENDIX A																
FEEDC LABOR AND EXPENSE PROJECTIONS																
		Carter & Burgess										WHM Consultants				
Contract Reference	Tasks	Proj. Dir.	Proj. Man.	Traffic Engineer	Trans. Planner	Landscape Arch.	Roadway/Bridge PE	Engineer I	Designer I	Env. Scientist	Admin.	Project Manager	Engineer	Designer	Total Hours	
Phase I - Data Collection		8	8	8	8			24	250						343	
1&2	Project Kick-off, Coordination meetings with traffic dept, parks, U of A, Ozark Regional TransR, City of Springdale & Johnson, stake holders, etc...	8	8	8	8										32	
1.3.1	Traffic Counts															
	Area A - Great House Springs Road/Main Street and I-540 (Johnson)			0.5					12						12.5	
	Area B - S. Wilkerson Street at Main Street			0.5					12						12.5	
	Area C - Joyce at Gregg/S. Wilkerson Street			0.5					12						12.5	
	Area D - Gregg at Futrell and Shiloh			0.5					12						12.5	
	Area E - Shiloh at Ramps			0.5					12						12.5	
	Area F - Shiloh at Gregg			0.5					12						12.5	
	Area G - Futrell at Gregg			0.5					12						12.5	
	Area H - Futrell at Ramps			0.5					12						12.5	
	Area I - North College and Millsap			0.5					12						12.5	
	Area J - North College and Joyce - Phase I			0.5					18						18.5	
	Area J - North College and Joyce - Phase II			0.5					18						18.5	
	Area K - North College and Mall Entrance			0.5					18						18.5	
	Area K - North College and Mall Entrance - Phase II			0.5					18						18.5	
	Area L - North College and Zion Road - Phase I			0.5					18						18.5	
	Area L - North College and Zion Road - Phase II			0.5					18						18.5	
	Area M - Great House Springs Road/Main Street at North College			0.5					18						18.5	
	Area N - Steele at Joyce			0.5					12						12.5	
	Area O - Shiloh at Steele			0.5					12						12.5	
	Re-confirm areas of concern			2					4						6	
	Compile & Analyze City approach volumes vrs actual counts			2				4	2						6	
1.3.2	On-line and mail in surveys		2	1	1						20				24	
1.3.3	Existing Network Conditions							20							20	
Phase II - Conduct Network Analysis & Identify Improvements		10	60	148	124	40	8	240	220	4	10	10	10	10	446	
2.1	Project Traffic Volumes		2	4	4			8							18	
	Perform Existing Traffic/Network Analysis (CORSIM Modeling) & Level-of-Service Analysis		4	20				60	40						124	
2.3	Analyze of Existing Deficiencies/Needs		2	20				40	20						82	
2.4	Develop Conceptual Improvements within the Alternative Networks	6	40	80	80		8	120	120						454	
2.5	Analyze/Evaluate Alternative Scenarios	4	8	24	40	40		40	40						196	
2.6	Environmental Screening		4							4					8	
Phase III - Prepare Study Report, Supporting Graphics and Council Presentation		14	32	62	66	50	12	240	20	8	200	10	10	10	446	
	Write, Compile, Organize and Submit	2	60	40	40		4	40		8	100				314	
	QA/QC	8		8	8		8				100				132	
	Council Presentation	4	2	4	8										18	
WHM, Inc.	Attend selected meetings and examine the site											24		24	48	
	Calibrate the symtraffic model of existing conditions both AM and PM											4	20	40	64	
	QA/QC the six proposed improvement symtraffic models developed by C&B											4	16		20	
	Convert and QA/QC City and State approved symtraffic model to desired software											8	24	16	48	
	Attend City Council Presentation											12			12	
	Total Labor Hours	32	162	222	189	40	20	332	470	12	220	60	60	80	190	
		Proj. Dir.	Proj. Man.	Traffic Engineer	Trans. Planner	Landscape Arch.	Roadway/Bridge PE	Engineer I	Designer I	Env. Scientist	Admin.	Project Manager	Engineer	Designer	Total Hours	
	Average 2006 Hourly Rate	\$160	\$125	\$130	\$135	\$95	\$130	\$95	\$40	\$80	\$36	\$196	\$150	\$95		
	Total Labor Cost	\$5,120.00	\$20,250.00	\$28,860.00	\$25,515.00	\$3,800.00	\$2,600.00	\$31,540.00	\$18,800.00	\$960.00	\$7,920.00	\$11,760.00	\$9,000.00	\$7,600.00	\$175,145.00	
	Reimbursable Expenses															
	Printing, foam board mounting, graphic design, shipping, etc...	\$815.00														
	Air travel, vehicle mileage, hotel, etc...	\$3,650.00														
	Postage for 1,000 mail-outs	\$390.00														
	Sub-total	\$4,855.00														
	Total Project Costs														\$175,000.00	

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

D. 1
Raze and Removal at
1079 S. Washington Ave
Page 1 of 14

5-Sep-06

City Council Meeting Date

Yolanda Fields
Submitted By

Community Resources
Division

Operations
Department

Action Required:

Public Hearing and Resolution to order the Raze and Removal of the dilapidated structures located at 1079 S Washington Ave, Fayetteville, AR 72701

\$6,000.00

Cost of this request

\$25,000

Category/Project Budget

1010 6420 5315 00

Account Number

\$15,500.00

Funds Used to Date

Contract Services

Program / Project Category Name

\$9,500.00

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Department Director

Date

City Attorney

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

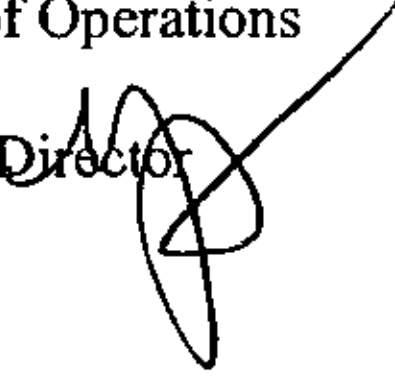
ENTERED
8/10/06

Received in Mayor's Office

ENTERED
8/21/06

Staff recommends Raze and Removal of structures.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Gary Dumas, Director of Operations
From: Yolanda Fields, CRCC Director 
Date: August 16, 2006
Subject: Raze & Removal of structure on 1079 S. Washington Ave

RECOMMENDATION

Staff recommends a resolution to order the raze and removal of the structure.

BACKGROUND

Service Request #32173, Case #4308: Code Compliance responded to a complaint concerning the structures located at 1079 S. Washington Ave. The structures appeared to possibly be in violation of Ordinance 173.08, Unsafe Buildings. The Building Safety Division Director inspected the property and determined that the structure was in violation of Ordinance 173.08, Unsafe Buildings.

An Unsafe Buildings Notice of Violation was sent by Certified Mail to the property owner on January 13, 2006. Hossein Kouchehbaugh, the Registered Agent, signed the Certified Mail receipt on January 30, 2006. By ordinance, the owner was given until March 1, 2006 to acquire a building permit or to demolish and remove the structure.

DISCUSSION

This parcel contains two structures. There is not a current building permit issued on this structure.

BUDGET IMPACT

Contracting the raze and removal of the property would cost approximately \$6,000.00. The cost would be billed to the property owner. If payment is not received, the city will place a lien on the property for the amount of the raze and removal.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY GLOBE CEO, LLC AND LOCATED AT 1079 SOUTH WASHINGTON AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, GLOBE CEO, LLC is the record owner of the real property situated at 1079 South Washington Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-05685-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Globe CEO, LLC, record owner of the property, through its Registered Agent, Hossein Kouchehbagh, having been properly served with a Violation Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Globe CEO, LLC, record owner of the property, is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That, if Globe CEO, LLC, record owner of the property, does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and APPROVED this 5th day of September, 2006

DRAFT

APPROVED

By DAN COODY, Mayor

ATTEST:

By SONDRA SMITH, City Clerk

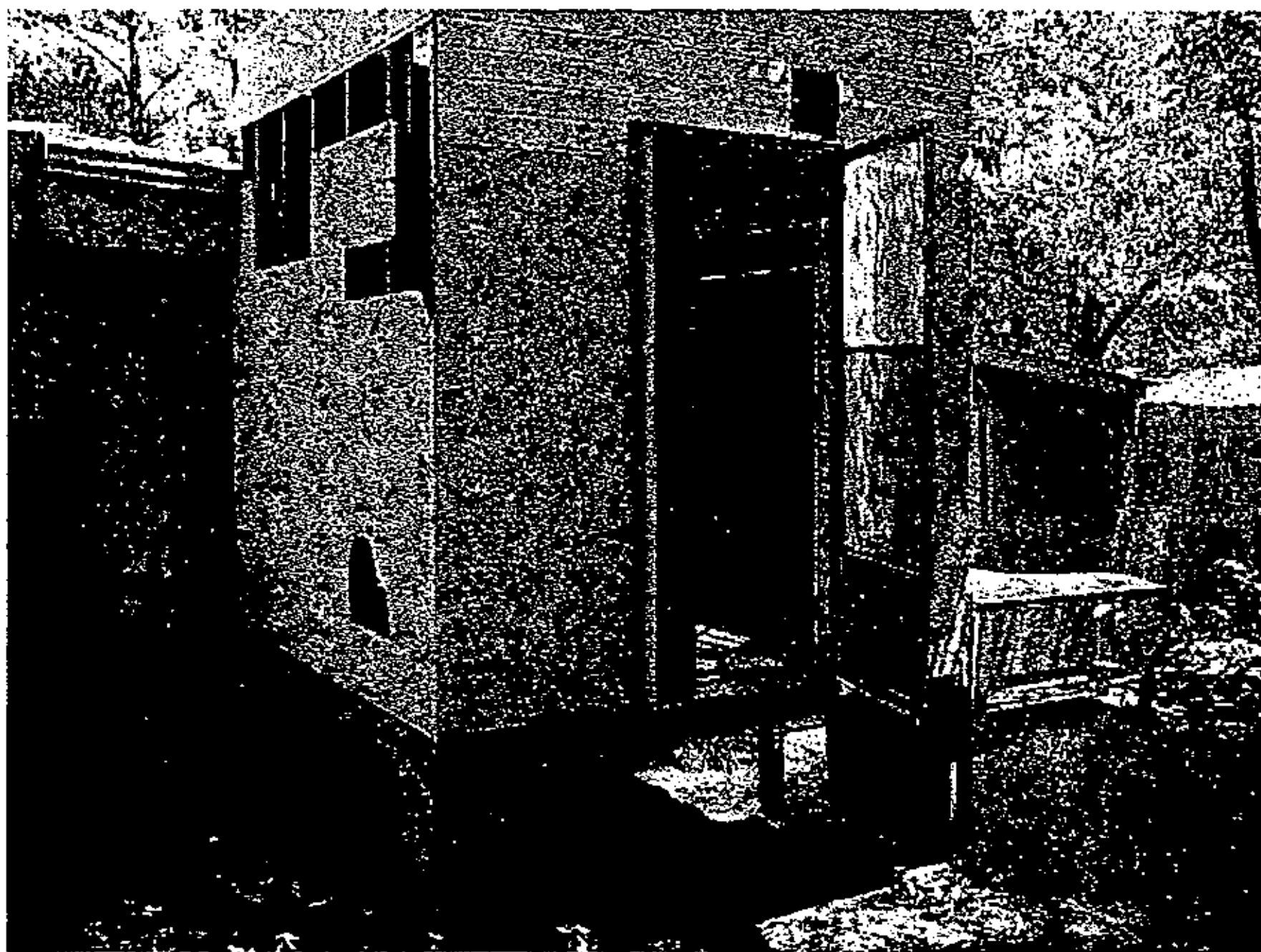


1079 S Washington





1079 S Washington





Community Resources and Code Compliance
Unsafe Building Violation Determination

Address / Location: 1079 S. Washington

WC Parcel # 765-05685-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

I recommend the raze and removal of the structure.

A handwritten signature in black ink, appearing to read "J. C. Cobb", written over a horizontal line.

Building Safety Division Director

I have determined that the structure above is not in violation of Ordinance 173.08 of the Fayetteville Code Of Ordinances.

Building Safety Division Director

PLEASE RETURN THIS FORM TO CRCC

Date Sent: 3/27/06

Date Received: 4/3/06

A large, stylized handwritten signature in black ink, written over a horizontal line.

CRCC Division Director



City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-444-3430

July 5, 2006

GLOBE CEO, LLC
c/o Hossein Kouchehbagh
P.O. Box 8111
Fayetteville, AR 72703

RE: Enforcement of Ordinance 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at 1079 S Washington Ave (Parcel #765-05685-000), should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 444-3430.

The hearing will be part of a regular City Council meeting on September 5, 2006 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Ball", written over a horizontal line.

Chad Ball
Code Compliance Administrator

Cc: file

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>X</i> <i>Hossein Kouchehbagh</i> ☐ Agent ☐ Addressee	
1. Article Addressed to: GLOBE CEO, LLC C/O HOSSEIN KUCHEHBAGH P.O. BOX 8111 FAYETTEVILLE, AR 72703		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7004 2510 0000 8363 0997		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below	
PS Form 3811, February 2004		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
Domestic Return Receipt 4308 LW/CB		102595-02-M-1540	

7004 2510 0000 8363 0997

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

7-11-06

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Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

4308

PS Form 3800, June 2002 See Reverse for Instructions

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701



VIOLATION NOTICE

D. 1
Raze and Removal at
1079 S. Washington Ave
Office of Code Compliance Page 9 of 14
Phone 479-444-3430
Fax 479-444-3445

January 13, 2006

Owner GLOBE CEO, LLC
C/O: HOSSEIN KOUCHEHBAGH
P. O. BOX 8111
FAYETTEVILLE, AR 72703

RE: Property @ 1079 S WASHINGTON AVE, Fayetteville, AR

WC Parcel # 765-05685-000

Case # 4308

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8240.

Suspected Violation That Needs Correction:

§173.08 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

LAURA WILSON
Code Compliance Officer

Cc: file

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Globe CEO, LLC c/o Hossein Kouchenbakh P.O. Box 8111 Fayetteville, AR 72703	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery Hossein Kouchenbakh D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No JAN 30 2006 3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label) 7003 0500 0003 3458 4123	
PS Form 3811, February 2004 Domestic Return Receipt 4308 LW 102595-02-M-1540	

7003 0500 0003 3458 4123

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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

1-13-06

Postmark Here

Sent To Globe

Street, Apt. No., or PO Box No. Kouchenbakh

City, State, ZIP+4 4308

PS Form 3800, June 2002

See Reverse for Instructions

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SECRETARY OF STATE***Business/Commercial Services*

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State Capitol, Rm 256
Little Rock, AR 72201
501-682-1010
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**Search Incorporations, Cooperatives, Banks and Insurance Companies**

Corporation Name	GLOBE CEO, LLC
Fictitious Names	N/A
Filing #	100171273
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	HOSSEIN KOUCHEHBAGH
Agent Address	1225 CANTERBURY FAYETTEVILLE, AR 72701
Date Filed	05/18/1999
Officers	HOSSEIN KOUCHEHBAGH, Member VAHIDEH ZAMANI, Member M CYRUS MOSLEY CPA PA, Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

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for this Entity](#)**

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Parcel Number: **765-05685-000** Prev. Parcel Number: **139328-000-00** Type: **RI**
 Location: **1079 WASHINGTON**
 Owner Name: **GLOBE CEO, LLC**
 Mailing Address: **PO Box 8111 Fayetteville AR 72703-0002**
 Lot: Block: S-T-R: **22-16-30**
 Addition: **GLENWOOD PARK**
 School District: **FAYETTEVILLE SCH, FAY** Tax District: **011**
 City: **FAYETTEVILLE**
 Legal: **LOT 31-32 BLOCK 2**
 Current Year A79 Credit Status:

	Appraised Value	Taxable Value
Last Appraised: 2004		
Land	15,000	3,000
Improvement	21,550	4,310
Total	36,550	7,310

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit Status	A79	Net Total Tax	Total Tax Paid	Payment Status
2005	7,310	\$385.24	\$1,276.25	\$0.00	\$0.00			\$1,789.12	\$0.00	
2004	7,069	\$366.60	\$0.00	\$0.00	\$0.00			\$366.60	\$366.60	PAID
2003	6,390	\$338.41	\$0.00	\$0.00	\$0.00			\$338.41	\$338.41	PAID
2002	6,390	\$332.02	\$0.00	\$0.00	\$0.00			\$332.02	\$332.02	PAID
2001	6,390	\$332.02	\$0.00	\$0.00	\$0.00			\$332.02	\$332.02	PAID
2000	5,810	\$305.03	\$0.00	\$0.00	\$0.00			\$305.03	\$305.03	PAID
1999	5,810	\$297.47	\$0.00	\$0.00	\$0.00			\$297.47	\$297.47	PAID
1998	5,810	\$298.05	\$0.00	\$0.00	\$0.00			\$298.05	\$298.05	PAID
1997	5,810	\$298.05	\$0.00	\$0.00	\$0.00			\$298.05	\$298.05	PAID
1996	5,810	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	PAID
1995	5,810	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2004	106663	10/11/2005	\$366.60	\$0.00	\$0.00	\$0.00	\$0.00	\$366.60
2003	107674	10/12/2004	\$338.41	\$0.00	\$0.00	\$0.00	\$0.00	\$338.41
2002	109389	10/10/2003	\$332.02	\$0.00	\$0.00	\$0.00	\$0.00	\$332.02
2001	99660	10/15/2002	\$332.02	\$0.00	\$0.00	\$0.00	\$0.00	\$332.02
2000	18832	10/16/2001	\$305.03	\$0.00	\$0.00	\$0.00	\$0.00	\$305.03
1999	15379	10/11/2000	\$297.47	\$0.00	\$0.00	\$0.00	\$0.00	\$297.47
1998	18443	10/15/1999	\$298.05	\$0.00	\$0.00	\$0.00	\$0.00	\$298.05

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
4/16/2001	2001	40147	GLOBE CEO, LLC		QC	0	0.00
FCS 2002: 2001-40147 QCD NO REV INCL OTHER PARCELS							
9/22/1999	99	86451	KOUCHEHBAGH, ZAMANI, VAHIDEN HOSSEIN Y.;	M.	QC	0	0.00
LRR 99-86451 QCD NO REV FROM BOROOJENI & BADIEI							
8/11/1995	95	41471	KOUCHEHBAGH,	BOOROOJENI-	WD	18,000	59.40

Real Estate Parcel Information

HOSSEIN Y.; POODEH,MASOOD

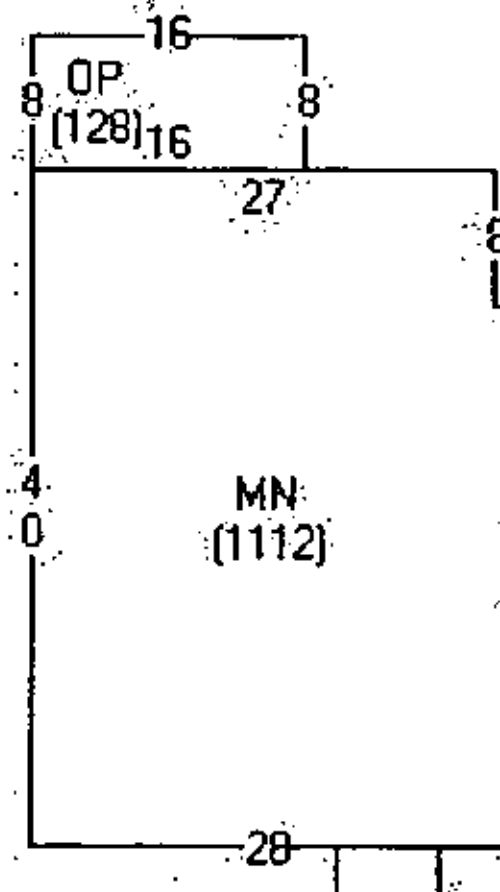
Page 2 of 2
Raze and Removal at
1079 S. Washington Ave
Page 13 of 14

1/1/1985 869 890 PHILLIPS, RAGIL 1079 S.
ROSS & JOANNE WASHINGTON 0 0.00

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Year Constructed	Basement Area
1	SF	FS	1112	1112		

Grade	Condition	Exterior Wall	Fireplace	Year Remodeled	Effective Age
5	P	FS			78

Sketch:



Out Buildings and Yard Improvements

Qty	Description	Size	Quality
1	Garage - frame unfinished, det	24x36	
1	Carport	16x36	

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